PROJECT MANUAL INCLUDING SPECIFICATIONS

FOR

STUDENT SERVICES AND ADMINISTRATION BUILDING
LAS POSITAS COLLEGE

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
5020 FRANKLIN DRIVE
PLEASANTON, CALIFORNIA

Chabot-Las Positas Diablo Community College District Bid #06
Steinberg Architects Project #09-050

OCTOBER 14, 2010

VOLUME 1 OF 2

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ARCHITECT
Steinberg Architects
80 Pierce Avenue
San Jose, California 95110
408/295-6446
# Table of Contents

## Introductory Documents:

<table>
<thead>
<tr>
<th>Document</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover</td>
<td>1; 1</td>
</tr>
<tr>
<td>Title Page</td>
<td>1; 1</td>
</tr>
<tr>
<td>Table of Contents</td>
<td>00010-1; 8</td>
</tr>
</tbody>
</table>

## Volume 1

### Bidding Documents:

Divisions:

- Division 00 – Procurement and Contracting Requirements 1 - 131

  - Notice to Contractors Calling for Bids
  - Instructions for Bidders
    - Subcontractors List
    - Non-Collusion Affidavit
    - Statement of Bidder’s Qualifications
    - Bid Bond
    - Certificate of Pre-Bid Site Visit

  - Bid Proposal
  - Agreement
    - Performance Bond
    - Labor and Material Payment Bond
    - Certificate of Worker’s Compensation Insurance
    - Drug-Free Workplace Certification

  - General Conditions
  - Special Conditions
    - Changer Order Form
    - Asbestos and Other Hazardous Materials Certification
    - Debris Recycling Statement
    - Project Stabilization Agreement

  - Guarantee
Specifications:

Division 01 - General Requirements

<table>
<thead>
<tr>
<th>Section 01 1000</th>
<th>Summary of Work</th>
<th>1 - .....15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 01 1150</td>
<td>Electronic Drawings</td>
<td>1 - ...3</td>
</tr>
<tr>
<td>Section 01 2300</td>
<td>Alternates</td>
<td>1 - 2</td>
</tr>
<tr>
<td>Section 01 2500</td>
<td>Substitution Procedures</td>
<td>1 - 8</td>
</tr>
<tr>
<td>Section 01 2600</td>
<td>Contract Modification Procedures</td>
<td>1 - .....12</td>
</tr>
<tr>
<td>Section 01 2900</td>
<td>Payment Procedures</td>
<td>1 - .....7</td>
</tr>
<tr>
<td>Section 01 3100</td>
<td>Project Management &amp; Coordination</td>
<td>1 - .....11</td>
</tr>
<tr>
<td>Section 01 3119</td>
<td>Project Meetings</td>
<td>1 - .....4</td>
</tr>
<tr>
<td>Section 01 3200</td>
<td>Progress Schedules and Reports</td>
<td>1 - .....11</td>
</tr>
<tr>
<td>Section 01 3233</td>
<td>Photographic Documentation</td>
<td>1 - .....2</td>
</tr>
<tr>
<td>Section 01 3300</td>
<td>Submittal Procedures</td>
<td>1 - 12</td>
</tr>
<tr>
<td>Section 01 4000</td>
<td>Quality Requirements</td>
<td>1 - .....8</td>
</tr>
<tr>
<td>Section 01 4100</td>
<td>Regulatory Requirements</td>
<td>1 - .....2</td>
</tr>
<tr>
<td>Section 01 4110</td>
<td>Regulatory Requirements – Hazardous Waste</td>
<td>1 - .....4</td>
</tr>
<tr>
<td>Section 01 4113</td>
<td>Additional Requirements for DSA Reviewed Projects</td>
<td>1 - .....3</td>
</tr>
<tr>
<td>Section 01 4200</td>
<td>Definitions &amp; References</td>
<td>1 - .....24</td>
</tr>
<tr>
<td>Section 01 4500</td>
<td>Quality Control</td>
<td>1 - .....3</td>
</tr>
<tr>
<td>Section 01 5000</td>
<td>Temporary Facilities, Utilities &amp; Controls</td>
<td>1 - .....11</td>
</tr>
<tr>
<td>Section 01 5713</td>
<td>Erosion Control</td>
<td>1 - .....2</td>
</tr>
<tr>
<td>Section 01 5719</td>
<td>Temporary Environmental Controls</td>
<td>1 - .....6</td>
</tr>
<tr>
<td>Section 01 6000</td>
<td>Product Requirements</td>
<td>1 - .....7</td>
</tr>
<tr>
<td>Section 01 6100</td>
<td>Material and Equipment</td>
<td>1 - .....2</td>
</tr>
<tr>
<td>Section 01 7123</td>
<td>Field Engineering</td>
<td>1 - .....2</td>
</tr>
<tr>
<td>Section 01 7300</td>
<td>Execution Requirements</td>
<td>1 - .....7</td>
</tr>
<tr>
<td>Section 01 7329</td>
<td>Cutting and Patching</td>
<td>1 - .....3</td>
</tr>
<tr>
<td>Section 01 7400</td>
<td>Final Cleaning</td>
<td>1 - .....2</td>
</tr>
<tr>
<td>Section 01 7419</td>
<td>Construction Waste Management and Disposal</td>
<td>1 - .....8</td>
</tr>
<tr>
<td>Section 01 7700</td>
<td>Closeout Procedures</td>
<td>1 - .....9</td>
</tr>
<tr>
<td>Section 01 7823</td>
<td>Operation and Maintenance Manuals</td>
<td>1 - .....8</td>
</tr>
<tr>
<td>Section 01 7836</td>
<td>Warranty &amp; Guarantees</td>
<td>1 - .....3</td>
</tr>
<tr>
<td>Section 01 7839</td>
<td>Project Record Documents</td>
<td>1 - .....6</td>
</tr>
<tr>
<td>Section 01 7900</td>
<td>Demonstration and Training</td>
<td>1 - .....8</td>
</tr>
<tr>
<td>Section 01 8113</td>
<td>Sustainable Design Requirements (LEED)</td>
<td>1 - .....14</td>
</tr>
<tr>
<td>Section 01 9113</td>
<td>Commissioning Requirements</td>
<td>1 - .....16</td>
</tr>
</tbody>
</table>
### Miscellaneous Documents

DSA 103 – Statement of Structural Tests and Special Inspections
Documents Required for Project Certification – ORS-6

### Division 2 - Site Construction

<table>
<thead>
<tr>
<th>Section Code</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>02 41 16</td>
<td>Structure Demolition</td>
<td>1 - 7</td>
</tr>
</tbody>
</table>

### Division 3 – Concrete

<table>
<thead>
<tr>
<th>Section Code</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>03 10 00</td>
<td>Concrete Forming and Accessories</td>
<td>1 - 7</td>
</tr>
<tr>
<td>03 11 17</td>
<td>Architectural Concrete Form Liners</td>
<td>1 - 5</td>
</tr>
<tr>
<td>03 15 13</td>
<td>Waterstops for Concrete Joints</td>
<td>1 - 5</td>
</tr>
<tr>
<td>03 20 00</td>
<td>Concrete Reinforcing</td>
<td>1 - 6</td>
</tr>
<tr>
<td>03 30 00</td>
<td>Cast-In-Place Concrete</td>
<td>1 - 19</td>
</tr>
<tr>
<td>03 30 50</td>
<td>Concrete Testing and Inspection</td>
<td>1 - 6</td>
</tr>
<tr>
<td>03 33 23</td>
<td>Non-structural Concrete Topping Slabs</td>
<td>1 - 8</td>
</tr>
<tr>
<td>03 35 00</td>
<td>Concrete Finishing</td>
<td>1 - 10</td>
</tr>
<tr>
<td>03 35 69</td>
<td>Concrete Sealers and Hardeners</td>
<td>1 - 4</td>
</tr>
<tr>
<td>03 39 00</td>
<td>Concrete Curing</td>
<td>1 - 6</td>
</tr>
<tr>
<td>03 60 00</td>
<td>Grouting</td>
<td>1 - 5</td>
</tr>
</tbody>
</table>

### Division 4 - Masonry

**NOT APPLICABLE TO THIS PROJECT**

### Division 5 - Metals

<table>
<thead>
<tr>
<th>Section Code</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 12 00</td>
<td>Structural Steel Framing</td>
<td>1 - 14</td>
</tr>
<tr>
<td>05 30 00</td>
<td>Metal Decking</td>
<td>1 - 8</td>
</tr>
<tr>
<td>05 40 00</td>
<td>Cold Formed Metal Framing</td>
<td>1 - 11</td>
</tr>
<tr>
<td>05 50 00</td>
<td>Metal Fabrications</td>
<td>1 - 11</td>
</tr>
<tr>
<td>05 51 11</td>
<td>Metal Stairs with Concrete Filled Treads</td>
<td>1 - 8</td>
</tr>
<tr>
<td>05 51 12</td>
<td>Metal Stairs with Precast Terrazzo Treads</td>
<td>1 - 10</td>
</tr>
<tr>
<td>05 51 33</td>
<td>Metal Ladders</td>
<td>1 - 7</td>
</tr>
<tr>
<td>05 58 13</td>
<td>Formed Metal Column Covers</td>
<td>1 - 7</td>
</tr>
<tr>
<td>05 73 00</td>
<td>Decorative Metal Railings</td>
<td>1 - 9</td>
</tr>
<tr>
<td>05 73 93</td>
<td>Decorative Metal Screens and Gates</td>
<td>1 - 9</td>
</tr>
<tr>
<td>05 75 00</td>
<td>Landscape Metalwork</td>
<td>1 - 10</td>
</tr>
</tbody>
</table>

### Division 6 - Wood and Plastics

<table>
<thead>
<tr>
<th>Section Code</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>06 10 00</td>
<td>Miscellaneous Rough Carpentry</td>
<td>1 - 8</td>
</tr>
<tr>
<td>06 20 00</td>
<td>Finish Carpentry</td>
<td>1 - 9</td>
</tr>
<tr>
<td>06 41 16</td>
<td>Plastic Laminate Clad Architectural Cabinets</td>
<td>1 - 12</td>
</tr>
</tbody>
</table>

TABLE OF CONTENTS
### Division 7 - Thermal and Moisture Protection

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>07 13 26</td>
<td>Self-Adhering Sheet Waterproofing</td>
<td>11</td>
</tr>
<tr>
<td>07 16 16</td>
<td>Crystalline Waterproofing</td>
<td>5</td>
</tr>
<tr>
<td>07 19 23</td>
<td>Siloxane Water Repellants</td>
<td>6</td>
</tr>
<tr>
<td>07 21 13</td>
<td>Foam Board Thermal Wall Insulation</td>
<td>4</td>
</tr>
<tr>
<td>07 21 17</td>
<td>Thermal Batt Insulation</td>
<td>5</td>
</tr>
<tr>
<td>07 22 27</td>
<td>Foam Board Thermal Deck Insulation</td>
<td>5</td>
</tr>
<tr>
<td>07 26 21</td>
<td>Underslab Vapor Barrier</td>
<td>7</td>
</tr>
<tr>
<td>07 27 19</td>
<td>Sheet Applied Air Barrier</td>
<td>9</td>
</tr>
<tr>
<td>07 42 13</td>
<td>Metal Plate Wall Panels</td>
<td>8</td>
</tr>
<tr>
<td>07 42 18</td>
<td>Metal Sheet Wall and Roof Panels</td>
<td>9</td>
</tr>
<tr>
<td>07 42 19</td>
<td>Metal Sheet Soffit Panels</td>
<td>8</td>
</tr>
<tr>
<td>07 44 53</td>
<td>Glass Fiber Reinforced Cementitious Panels</td>
<td>17</td>
</tr>
<tr>
<td>07 54 00</td>
<td>Thermoplastic Membrane Roofing</td>
<td>28</td>
</tr>
<tr>
<td>07 62 00</td>
<td>Sheet Metal Flashing and Trim</td>
<td>8</td>
</tr>
<tr>
<td>07 65 00</td>
<td>Flexible Flashing</td>
<td>10</td>
</tr>
<tr>
<td>07 72 33</td>
<td>Roof Hatches</td>
<td>6</td>
</tr>
<tr>
<td>07 81 16</td>
<td>Cementitious Fireproofing</td>
<td>7</td>
</tr>
<tr>
<td>07 84 00</td>
<td>Firestopping</td>
<td>18</td>
</tr>
<tr>
<td>07 92 00</td>
<td>Joint Sealants</td>
<td>5</td>
</tr>
<tr>
<td>07 95 13</td>
<td>Expansion Joint Cover Assemblies</td>
<td>7</td>
</tr>
</tbody>
</table>

### Division 8 – Openings

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>08 11 13</td>
<td>Hollow Metal Doors and Frames</td>
<td>11</td>
</tr>
<tr>
<td>08 14 16</td>
<td>Flush Wood Doors</td>
<td>10</td>
</tr>
<tr>
<td>08 31 13</td>
<td>Access Doors and Frames</td>
<td>6</td>
</tr>
<tr>
<td>08 32 39</td>
<td>Sliding All-Glass Counter Doors</td>
<td>5</td>
</tr>
<tr>
<td>08 35 17</td>
<td>Side Folding Grilles</td>
<td>5</td>
</tr>
<tr>
<td>08 38 00</td>
<td>Traffic Doors</td>
<td>5</td>
</tr>
<tr>
<td>08 41 16</td>
<td>Aluminum-Framed Entrances and Storefronts</td>
<td>14</td>
</tr>
<tr>
<td>08 41 35</td>
<td>Aluminum-Framed Sliding Door System</td>
<td>10</td>
</tr>
<tr>
<td>08 43 27</td>
<td>Channel Framed Glazing Systems</td>
<td>7</td>
</tr>
<tr>
<td>08 43 29</td>
<td>Sliding Aluminum Mall Fronts</td>
<td>7</td>
</tr>
<tr>
<td>08 44 13</td>
<td>Glazed Aluminum Curtain Wall</td>
<td>14</td>
</tr>
<tr>
<td>08 71 00</td>
<td>Door Hardware</td>
<td>37</td>
</tr>
<tr>
<td>08 80 00</td>
<td>Glazing</td>
<td>18</td>
</tr>
</tbody>
</table>

### Division 9 - Finishes

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>09 21 16</td>
<td>Gypsum Board Shaft Wall Assemblies</td>
<td>10</td>
</tr>
<tr>
<td>09 22 13</td>
<td>Metal Furring Channels</td>
<td>5</td>
</tr>
<tr>
<td>09 22 16</td>
<td>Non-Structural Metal Framing</td>
<td>10</td>
</tr>
<tr>
<td>09 22 26</td>
<td>Metal Ceiling Suspension System</td>
<td>11</td>
</tr>
<tr>
<td>09 28 16</td>
<td>Glass-Mat Faced Gypsum Backing Boards</td>
<td>6</td>
</tr>
<tr>
<td>09 29 00</td>
<td>Gypsum Board</td>
<td>9</td>
</tr>
<tr>
<td>09 29 25</td>
<td>Gypsum Sheathing</td>
<td>5</td>
</tr>
<tr>
<td>09 29 45</td>
<td>Aluminum Partition Closures</td>
<td>5</td>
</tr>
<tr>
<td>09 30 13</td>
<td>Ceramic Tiling</td>
<td>17</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>09 51 13</td>
<td>Acoustical Panel Ceilings</td>
<td>15</td>
</tr>
<tr>
<td>09 54 24</td>
<td>Metal Ceilings</td>
<td>20</td>
</tr>
<tr>
<td>09 54 27</td>
<td>Wood Ceilings</td>
<td>19</td>
</tr>
<tr>
<td>09 61 50</td>
<td>Water Vapor Emission Control Systems</td>
<td>5</td>
</tr>
<tr>
<td>09 65 13</td>
<td>Resilient Base and Accessories</td>
<td>6</td>
</tr>
<tr>
<td>09 65 16</td>
<td>Resilient Sheet Flooring</td>
<td>9</td>
</tr>
<tr>
<td>09 68 13</td>
<td>Tile Carpeting</td>
<td>10</td>
</tr>
<tr>
<td>09 68 17</td>
<td>Sheet Carpeting – Direct Glued</td>
<td>12</td>
</tr>
<tr>
<td>09 72 26</td>
<td>Tackable Wallcovering</td>
<td>6</td>
</tr>
<tr>
<td>09 77 33</td>
<td>Fiber Reinforced Plastic Paneling</td>
<td>6</td>
</tr>
<tr>
<td>09 81 10</td>
<td>Acoustical Insulation and Sealants</td>
<td>6</td>
</tr>
<tr>
<td>09 84 15</td>
<td>Fabric-Wrapped Acoustical Wall Panels</td>
<td>7</td>
</tr>
<tr>
<td>09 91 00</td>
<td>Painting</td>
<td>15</td>
</tr>
<tr>
<td>09 96 23</td>
<td>Graffiti-Resistant Coatings</td>
<td>5</td>
</tr>
<tr>
<td>09 96 54</td>
<td>High Performance Urethane Coatings</td>
<td>8</td>
</tr>
</tbody>
</table>

Division 10 - Specialties

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 11 00</td>
<td>Visual Display Surfaces</td>
<td>7</td>
</tr>
<tr>
<td>10 14 00</td>
<td>Signage</td>
<td>13</td>
</tr>
<tr>
<td>10 17 00</td>
<td>Telephone Specialties</td>
<td>5</td>
</tr>
<tr>
<td>10 21 13</td>
<td>Toilet Compartments</td>
<td>8</td>
</tr>
<tr>
<td>10 26 00</td>
<td>Wall and Door Protection</td>
<td>5</td>
</tr>
<tr>
<td>10 28 13</td>
<td>Toilet Accessories</td>
<td>12</td>
</tr>
<tr>
<td>10 44 00</td>
<td>Fire Protection Specialties</td>
<td>6</td>
</tr>
<tr>
<td>10 51 13</td>
<td>Metal Lockers</td>
<td>7</td>
</tr>
</tbody>
</table>

Division 11 - Equipment

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 40 00</td>
<td>Kitchen Equipment</td>
<td>55</td>
</tr>
</tbody>
</table>

Division 12 - Furnishings

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 24 13</td>
<td>Roller Window Shades</td>
<td>14</td>
</tr>
<tr>
<td>12 36 61</td>
<td>Solid Surfacing Countertops</td>
<td>12</td>
</tr>
<tr>
<td>12 93 00</td>
<td>Site Furnishings</td>
<td>4</td>
</tr>
</tbody>
</table>

Division 13 - Special Construction

NOT APPLICABLE TO THIS PROJECT

Division 14 – Conveying Systems

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>14 24 00</td>
<td>Hydraulic Elevators</td>
<td>16</td>
</tr>
</tbody>
</table>
## Volume 2

<table>
<thead>
<tr>
<th>Section</th>
<th>Title/Category</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 01 01</td>
<td>Title Page</td>
<td>1-1</td>
</tr>
<tr>
<td>00 01 07</td>
<td>Seals Page</td>
<td>1-1</td>
</tr>
<tr>
<td>00 01 10</td>
<td>Table of Contents</td>
<td>1-8</td>
</tr>
</tbody>
</table>

### Division 21 – Fire Suppression

<table>
<thead>
<tr>
<th>Section</th>
<th>Title/Category</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>21 05 00</td>
<td>Fire Protection Design Build</td>
<td>1-8</td>
</tr>
</tbody>
</table>

### Division 22 – Plumbing

<table>
<thead>
<tr>
<th>Section</th>
<th>Title/Category</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>22 07 00</td>
<td>Piping Insulation</td>
<td>1-10</td>
</tr>
<tr>
<td>22 10 00</td>
<td>Plumbing Piping</td>
<td>1-6</td>
</tr>
<tr>
<td>22 11 19</td>
<td>Piping Specialties</td>
<td>1-4</td>
</tr>
<tr>
<td>22 11 60</td>
<td>Pipe and Pipe Fittings</td>
<td>1-15</td>
</tr>
<tr>
<td>22 12 23</td>
<td>Valves</td>
<td>1-12</td>
</tr>
<tr>
<td>22 14 30</td>
<td>Plumbing Specialties</td>
<td>1-3</td>
</tr>
<tr>
<td>22 30 00</td>
<td>Plumbing Equipment</td>
<td>1-4</td>
</tr>
<tr>
<td>22 40 00</td>
<td>Plumbing Fixtures</td>
<td>1-7</td>
</tr>
</tbody>
</table>

### Division 23 – Heating, Ventilation & Air Conditioning

<table>
<thead>
<tr>
<th>Section</th>
<th>Title/Category</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>23 05 00</td>
<td>Basic Mechanical Requirements</td>
<td>1-18</td>
</tr>
<tr>
<td>23 05 10</td>
<td>Hydronic Piping and Valves</td>
<td>1-8</td>
</tr>
<tr>
<td>23 05 29</td>
<td>Pipe Supports, Guides, Hangers and Anchors</td>
<td>1-7</td>
</tr>
<tr>
<td>23 05 53</td>
<td>Mechanical Identification</td>
<td>1-5</td>
</tr>
<tr>
<td>23 05 93</td>
<td>Testing, Adjusting and Balancing</td>
<td>1-11</td>
</tr>
<tr>
<td>23 07 13</td>
<td>Ductwork Insulation</td>
<td>1-9</td>
</tr>
<tr>
<td>23 07 16</td>
<td>Equipment Insulation</td>
<td>1-6</td>
</tr>
<tr>
<td>23 07 19</td>
<td>Piping Insulation</td>
<td>1-9</td>
</tr>
<tr>
<td>23 07 21</td>
<td>Mechanical Sound, Vibration and Seismic Control</td>
<td>1-11</td>
</tr>
<tr>
<td>23 08 00</td>
<td>Commissioning of HVAC</td>
<td>1-15</td>
</tr>
<tr>
<td>23 11 23</td>
<td>Natural Gas Piping</td>
<td>1-3</td>
</tr>
<tr>
<td>23 21 13</td>
<td>Hydronic Piping</td>
<td>1-3</td>
</tr>
<tr>
<td>23 21 23</td>
<td>HVAC Pumps</td>
<td>1-6</td>
</tr>
<tr>
<td>23 21 33</td>
<td>Hydronic Specialties</td>
<td>1-5</td>
</tr>
<tr>
<td>23 23 00</td>
<td>Refrigerant Piping</td>
<td>1-13</td>
</tr>
<tr>
<td>23 26 00</td>
<td>Motors and Drives</td>
<td>1-8</td>
</tr>
<tr>
<td>23 31 00</td>
<td>Ductwork</td>
<td>1-9</td>
</tr>
<tr>
<td>23 33 00</td>
<td>Ductwork Accessories</td>
<td>1-9</td>
</tr>
<tr>
<td>23 34 16</td>
<td>Centrifugal Fans</td>
<td>1-5</td>
</tr>
<tr>
<td>23 34 23</td>
<td>Power Ventilators</td>
<td>1-2</td>
</tr>
<tr>
<td>23 40 00</td>
<td>Air Cleaning</td>
<td>1-5</td>
</tr>
<tr>
<td>23 81 26</td>
<td>Split System Air Conditioning Units</td>
<td>1-4</td>
</tr>
<tr>
<td>23 82 10</td>
<td>Active Chilled Beams</td>
<td>1-3</td>
</tr>
<tr>
<td>23 83 50</td>
<td>Underfloor Radiant Heating and Cooling</td>
<td>1-4</td>
</tr>
<tr>
<td>23 90 00</td>
<td>Building Automation System</td>
<td>1-28</td>
</tr>
</tbody>
</table>
Division 26 – Electrical

Section 26 05 00 Basic Electrical Requirements 1 - ....,17
Section 26 05 10 Equipment Connections and Coordination 1 - ......,3
Section 26 05 13 Medium Voltage Cable 1 - ......,8
Section 26 05 23 Wire and Cable 1 - ......,7
Section 26 05 26 Grounding System 1 - ......,4
Section 26 05 33 Boxes 1 - ......,6
Section 26 05 35 Conduit 1 - ......,8
Section 26 05 53 Electrical Identification 1 - ......,4
Section 26 07 00 Supporting Devices 1 - ......,4
Section 26 08 00 Commissioning of Daylighting and Lighting Control Systems 1 - ......,12
Section 26 09 00 Electrochromic Glass Instrumentation and Control for Electrical System 1 - ......,7
Section 26 09 23 Lighting Control Devices 1 - ......,6
Section 26 12 00 Pad Mounted Transformer 1 - ......,6
Section 26 22 00 Dry Type Transformers 1 - ......,8
Section 26 24 13 Switchboards 1 - ......,9
Section 26 24 16 Panelboards 1 - ......,6
Section 26 27 13 Electricity Metering 1 - ......,4
Section 26 27 26 Wiring Devices 1 - ......,7
Section 26 28 16 Disconnect Switches 1 - ......,3
Section 26 50 00 Architectural Lighting (missing from DSA approved scanned, will be adding as part of Addendum 1) 1 - ......,3
Section 26 57 50 Architectural Dimming Systems 1 - ......,12

Division 27 – Telecommunications

Section 27 00 00 Communications Basic Requirements 1 - ......,18
Section 27 05 26 Communications Grounding and Bonding 1 - ......,13
Section 27 05 28 Communications Building Pathways 1 - ......,8
Section 27 08 11 Communications Twisted Pair Testing 1 - ......,8
Section 27 08 21 Communications Fiber Optic Testing 1 - ......,15
Section 27 11 00 Communications Rooms 1 - ......,13
Section 27 13 13 Communications Backbone Twisted Pair Cabling 1 - ......,12
Section 27 13 23 Communications Backbone Fiber Optic Cabling 1 - ......,14
Section 27 15 13 Communications Horizontal Cabling 1 - ......,14
Section 27 41 13 Architecturally Integrated Audio-Video Equipment 1 - ......,5
Section 27 41 16 Integrated Audio-Video Systems and Equipment 1 - ......,38

Division 28 – Electronic Safety & Security

Section 28 00 00 Basic Security System Requirements 1 - ......,18
Section 28 05 13 Security System Cabling 1 - ......,6
Section 28 05 53 Security System Labeling 1 - ......,5
Section 28 08 00 Security System Commissioning 1 - ......,6
Section 28 13 00 Access Control and Alarm Monitoring System 1 - ......,17
Section 28 23 00 Video Surveillance System 1 - ......,14
Section 28 31 00 Fire Alarm System 1 - ......,21
Division 31 – Earthwork

Section 31 10 00 Site Preparation and Demolition 1 - ....6
Section 31 22 00 Earthwork and Grading 1 - ....16
Section 31 23 33 Trenching, Backfilling and Compacting 1 - ....10

Division 32 – Exterior Improvements

Section 32 01 90 Tree Preservation and Pruning 1 - ....4
Section 32 12 33 Paving and Surfacing 1 - ....6
Section 32 13 20 Site Concrete 1 - ....8
Section 32 14 12 Concrete Pavers 1 - ....5
Section 32 17 13 Parking Bumpers 1 - ....2
Section 32 17 23 Pavement Marking 1 - ....3
Section 32 50 00 Restoration of Surfaces 1 - ....2
Section 32 84 00 Irrigation 1 - ....16
Section 32 90 00 Planting 1 - ....17

Division 33 – Utilities

Section 33 10 00 Water Systems 1 - ....21
Section 33 30 00 Sanitary Sewer 1 - ....12
Section 33 40 00 Storm Drainage 1 - ....6
Section 33 46 13 Foundation Subdrainage 1 - ....3
Section 33 50 00 Natural Gas Distribution Piping 1 - ....5

APPENDIX ........................................................................................................................................................................ Not used

- END OF TABLE OF CONTENTS -
(VOLUME 2 OF 2)
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice Calling for Bids</td>
</tr>
<tr>
<td>Instructions for Bidders</td>
</tr>
<tr>
<td>Subcontractors List</td>
</tr>
<tr>
<td>Non-Collusion Affidavit</td>
</tr>
<tr>
<td>Statement of Bidder’s Qualifications</td>
</tr>
<tr>
<td>Bid Bond</td>
</tr>
<tr>
<td>Certification of Pre-Bid Site Visit</td>
</tr>
<tr>
<td>Bid Proposal</td>
</tr>
<tr>
<td>Agreement</td>
</tr>
<tr>
<td>Performance Bond</td>
</tr>
<tr>
<td>Payment Bond</td>
</tr>
<tr>
<td>Workers Compensation Certificate</td>
</tr>
<tr>
<td>Drug Free Workplace Certification</td>
</tr>
<tr>
<td>General Conditions</td>
</tr>
<tr>
<td>Special Conditions</td>
</tr>
<tr>
<td>Attachment A – Change Order Form</td>
</tr>
<tr>
<td>Attachment B – Asbestos and Other Hazardous Materials Certification</td>
</tr>
<tr>
<td>Attachment C – Debris Recycling Statement</td>
</tr>
<tr>
<td>Attachment D – Project Stabilization Agreement</td>
</tr>
<tr>
<td>Guarantee</td>
</tr>
</tbody>
</table>
NOTICE TO CONTRACTORS CALLING FOR BIDS

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT DESCRIPTION</td>
<td>BID NO.: 11-06, STUDENT SERVICES &amp; ADMINISTRATION BUILDING, LAS POSITAS COLLEGE</td>
</tr>
<tr>
<td>LATEST TIME/DATE FOR RFI'S SUBMITTALS</td>
<td>THURSDAY, NOVEMBER 18, 2010; 4:00 P.M.</td>
</tr>
<tr>
<td>LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS</td>
<td>THURSDAY, DECEMBER 09, 2010; 2:00 P.M.</td>
</tr>
<tr>
<td>LOCATION FOR SUBMISSION OF BID PROPOSALS</td>
<td>Chabot-Las Positas Community College District 5020 Franklin Drive, Pleasanton, California 94588 Attn: Victoria L. Lamica, Contract Manager</td>
</tr>
<tr>
<td>LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS</td>
<td>FORD GRAPHICS - ALL LOCATIONS 2210 Magnolia Street Oakland, California 94607 Tel: 510.451.9060 Fax: 510.595.2363 Email: <a href="mailto:fgoakland@fordgraphics.com">fgoakland@fordgraphics.com</a> <a href="http://www.fordgraphics.com">www.fordgraphics.com</a></td>
</tr>
</tbody>
</table>

NOTICE IS HEREBY GIVEN that the above-named California Community College District, acting by and through its Board of Trustees, hereinafter “the District” will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work of the Project generally described as: BID NO.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE.

1. **Submittal of Bid Proposals.** All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from Ford Graphics as set forth above. Only Bid Proposals submitted to the District at or prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

2. **Bid and Contract Documents.** The Bid and Contract Documents are available at the location stated above for a non-refundable payment of the cost of reprographics and shipping per set. Payment shall be made to Ford Graphics. [https://order.e-arc.com/arcEOC/PWELL_PublicList.asp](https://order.e-arc.com/arcEOC/PWELL_PublicList.asp)

3. **Documents Accompanying Bid Proposal.** Each Bid Proposal shall be accompanied by: (a) the required Bid Security; (b) Subcontractors List; (c) Non-Collusion Affidavit; (d) Certification of Pre-Bid Site Visit; (e) Statement of Bidder’s Qualifications; and (f) Letter of Assent. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.

4. **Prevailing Wage Rates.** Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled “PREVAILING WAGE SCALE” are filed at the District's Administrative Offices located at 5020 Franklin Drive, Pleasanton, California 94588, and are available to any interested party upon request. Alternatively,
prevailing wage rate classifications and determinations may be viewed and obtained by accessing the Division of Labor Standards Enforcement databases at http://www.dir.ca.gov/dirdatabases.html. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers in prosecution and execution of the Work.

5. **Contractors License Classification.** In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess the following classification(s) of California Contractors License B – General Building. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work.

6. **Contract Time.** The date(s) for completion of portions of the Work, if applicable, and for achieving Substantial Completion of the Work shall be achieved as set forth in the Special Conditions. Failure to complete designated portions of the Work within the time(s) established in the Special Conditions and/or failure to achieve Substantial Completion of the Work within the Contract Time established in the Special Conditions shall subject the Contractor to assessment of Liquidated Damages as set forth in the Special Conditions.

7. **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in an amount not less than ten percent (10%) of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

8. **No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of sixty (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

9. **Job-Walk.** The District will conduct a Mandatory Job Walk on **THURSDAY, NOVEMBER 11, 2010, beginning at 10:00 A.M.** Bidder must attend the Mandatory Job Walk. Bidders are to meet at Las Positas College in Building 1600, Room 1601, 3000 Campus Hill Drive, Livermore, California 94551 for conduct of the Job Walk. Campus maps are available at www.laspositascollege.edu. The Job Walk is mandatory. If a Bid Proposal is submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk, such bid will be rejected by the District as being non-responsive.

10. **Substitute Security.** In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall submit its written request to the District to permit the substitution of securities for retention under California Public Contract Code §22300 prior to the submission of its first Application for Progress Payment. The failure of such Bidder to make such written request to the District prior to submission of its first Application for Progress Payment shall be deemed a waiver of the Bidder's rights under California Public Contract Code §22300.

11. **Waiver of irregularities.** The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

12. **Award of Contract.** The Contract for the Work, if awarded, will be by action of the District's Board of Trustees to the responsible and responsive Bidder submitting the lowest priced Bid Proposal. If Alternate Bid Items are included in the bidding, the lowest total priced Bid Proposal will be determined on the basis of the Base Bid Proposal and the combination of all Alternate Bid Items in accordance with the
applicable provisions of the Instructions for Bidders. The New Student Services and Administration Building Project is a technically demanding category of construction being constructed on an operating campus. Be advised that bidder’s experience and qualifications will be closely scrutinized to determine if the bidder is responsive as described in Section 12 of the Instructions to Bidders.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Publication Dates:

October 21, 2010
October 28, 2010

NOTICE TO BIDDERS

Notice is hereby given that Chabot-Las Positas Community College District, State of California, hereby calls for sealed bids – Student Services and Administration Building at Las Positas College, Bid No. 11-06 to be delivered to the Contract Manager, Facilities Planning & Management Department, 5020 Franklin Drive, Pleasanton, California 94588 until Thursday, December 09, 2010 at 2:00 p.m. at which time and place said bids will be opened. Faxed or emailed bids will not be accepted.

There will be a Mandatory, Pre-Bid Conference and Job Walk, Thursday, November 11, 2010, 10:00 a.m. on Las Positas College campus in Building 1600, Room 1601, 3000 Campus Hill Drive, Livermore, California 94551. Campus maps are available www.laspositascollege.edu.

Bids shall be presented in accordance with the specifications for the same, which are on file with the Contract Manager, Facilities Planning & Management Department at the office address listed above. Bid specifications will be available on Monday, November 01, 2010 at Ford Graphics, Phone: (510) 451-9060 or FAX: (510) 595-2363 and on-line at www.fordgraphics.com.

Inquiries regarding this bid should be emailed to office of the Contract Manager, Facilities Planning & Management, Victoria L. Lamica at vlamica@clpccd.org. Reference Bid No. 11-06 on all inquiries.

The Board of Trustees reserves the right to reject any and all bids and any and all items of such bids. A Project Stabilization Agreement has been negotiated and executed by and between the Chabot-Las Positas Community College District and the Alameda County Building and Construction Trades Council and Local Unions and is applicable to this Bid No. 11-06. This bid shall also be subject to any and all applicable laws, regulations and standards. For more information, please refer to the Facilities Measure B Program Website at http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFB.php.
1. Preparation and Submittal of Bid Proposal.
   1.1 Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected.

   1.2 Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.

   1.3 Date and Time of Bid Proposal Submittal. The District will place a clock (“the District Clock”) in a conspicuous location at the place designated for submittal of Bid Proposals. For purposes of determining the time that a Bid Proposal is submitted, the District Clock shall be controlling. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.

2. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in the form of: (a) cash, (b) a certified or cashier's check made payable to the District or (c) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and a Surety as surety (the “Bid Security”) in an amount not less than ten Percent (10%) of the maximum amount of the Bid Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if the Bid Bond is in the form and content included herein and the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120.

3. Documents Accompanying Bid Proposal; Signatures. The Bid Proposal must be submitted with: Bid Security, Subcontractors List, Statement of Qualifications, Certification of Pre-Bid Site Visit, Non-Collusion Affidavit and the Letter of Assent. The Bid Proposal, Statement of Qualifications and the Non-Collusion Affidavit shall be executed by an individual duly authorized to execute the same on behalf of the Bidder.

4. Modifications. Changes to the bid forms which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District prior to the scheduled closing time for receipt of Bid Proposals and the public opening thereof.

5. Erasures; Inconsistent or Illegible Bid Proposals. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures,
interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.

6. **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.

7. **Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal by written request actually received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District's public opening and reading of Bid Proposals. A written notice of withdrawal of a submitted Bid Proposal received after the scheduled closing time for receipt of Bid Proposals or the District's public opening and reading of Bid Proposals shall not be considered by the District, nor effective to withdraw such Bid Proposal.

8. **Agreement and Bonds.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms and amounts of the Labor and Material Payment Bond, Performance Bond and other documents and instruments which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.

9. **Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. It is the sole and exclusive responsibility of the Bidder to submit such request not less than three (3) days prior to the scheduled closing date for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District or the Architect. A copy of any such addendum will be mailed, faxed, emailed or delivered to each Bidder receiving a set of the Contract Documents. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

10. **District’s Right to Modify Contract Documents.** Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

11. **Non-Collusion Affidavit.** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a
Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.

12. **Award of Contract.**

12.1 **Waiver of Irregularities or Informalities.** The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

12.2 **Award to Lowest Responsive and Responsible Bidder.** The award of the Contract, if made by the District through action of its Board of Trustees, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal on the basis of the Base Bid Proposal plus all Alternate Bid Items, in accordance with these Instructions for Bidders.

12.3 **Selection of Alternate Bid Items.** The selection of Alternate Bid Items for inclusion in the scope of the Work of the Contract to be awarded at the discretion of the District.

12.4 **Alternate Bid Items Not Included in Award of Contract.** Bidders are referred to the provisions of the Contract Documents permitting the District, at any time during performance of the Work, to add or delete from the scope of the Work any or all of the Alternate Bid Items with the cost or credit of the same being the amount(s) set forth by in the Alternate Bid Items Proposal.

12.5 **Responsive Bid Proposal.** A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.

12.6 **Responsible Bidder.** A responsible Bidder is a Bidder who has the capability in all respects, to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.
12.7 The New Student Services and Administration Building is a technically demanding category of construction being constructed on an operating campus. Bidder’s experience and qualifications will be closely scrutinized to determine if the bidder is responsive as described in this Section 12.

13. Subcontractors.

13.1 Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.) on the form furnished. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness.

13.2 Work of Subcontractors. All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders’ sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time. Dissemination of the Contract Documents to sub-bidders and dissemination of addenda issued during the bidding process is solely the responsibility of each Bidder.

13.3 Subcontractor Bonds. In accordance with California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).

14. Workers’ Compensation Insurance. Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers’ Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the following certificate prior to performing any of the Work under the Contract:

“I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the Work of the Contract.”

The form of such Certificate is included as part of the Contract Documents.

15. Bid Security Return. The Bid Security of the three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) business days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security of such other Bidders will be returned to them.
16. **Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within ten (10) business days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.

17. **Contractor's License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work, in accordance with the Contractors License Law, California Business & Professions Code §§7000 et seq. This requirement is not a mere formality and will not be waived by the District or its Board of Trustees. The required California Contractor's License classification(s) for the Work is/are set forth in the Call for Bids.

18. **Anti-Discrimination.** It is the policy of the District that there is 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. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

19. **Bidder's Qualifications.** Each Bidder shall submit with its Bid Proposal the form of Statement of Bidder's Qualifications, which is included within the Contract Documents. All information required by Statement of Bidder's Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder's Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If the District determines that any information provided by a Bidder in the Statement of Bidder's Qualifications is false or misleading, or is incomplete so as to be false or misleading, the District may reject the Bid Proposal submitted by such Bidder as being non-responsive.

20. **Job-Walk.** The District will conduct a Job-Walk at the time(s) and place(s) designated in the Call for Bids. The District may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s) in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Call for Bids of any such additional Job-Walk. If the District elects to conduct any Job-Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Job-Walk(s), indicate whether Bidders' attendance at such additional Job-Walk(s) is/are mandatory. If attendance at the Job Walk is indicated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the entirety of the Job-Walk will render the Bid Proposal of such Bidder to be non-responsive. Where the Job-Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job-Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. The District will reject the Bid Proposal of a Bidder who obtains the Bid and Contract Documents after the date of the Mandatory Job-Walks set forth in the Call for Bids unless a Job-Walk is requested by such Bidder and a Job-Walk is conducted by the District in accordance with the following provisions. The District may, in its sole and exclusive discretion, conduct such requested Job-Walk taking into consideration factors such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested Job Walk will be conducted only upon the requesting Bidder's agreement to reimburse the District for the actual and/or reasonable costs for the District's staff and its agents and representatives in arranging for and conducting such additional Job-Walk.
21. **Public Records.** Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues he Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of “Trade Secret,” “Confidential,” “Proprietary,” or otherwise, may result render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

22. **Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation attorneys’ fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

23. **Compliance with Immigration Reform and Control Act of 1986.** The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the “IRCA”); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

24. **Notice of Intent to Award Contract.** Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board of Trustees meeting at which award of the Contract will be considered.

25. **Bid Protest.** Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:

   (i) The bid protest is in writing;

   (ii) The bid protest is filed and received by the District’s Vice-Chancellor, Facilities Planning and Management not more than five (5) business days following the date of issuance of the District's Notice of Intent to Award the Contract; and
The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District’s Vice-Chancellor, Facilities Planning and Management or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either, the District’s Vice-Chancellor, Facilities Planning and Management or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District’s Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District’s Vice-Chancellor, Facilities Planning and Management or his/her designee. Action by the District's Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District's Vice-Chancellor, Facilities Planning and Management any other employee or officer of the District or the District's Board of Trustees. The rendition of a written statement by the District’s Vice-Chancellor, Facilities Planning and Management (or his/her designee) and action by the District’s Board of Trustees to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

End of Section
SUBCONTRACTORS LIST

Bidder: ______________________________________
Address:_____________________________________
Telephone:_____________________________________
Telecopier:___________________________________
Bidder’s Authorized Representative(s): ________________

PROJECT: BID NO.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE

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PHOTOCOPY THIS PAGE AS NECESSARY TO LIST ADDITIONAL SUBCONTRACTORS
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )
COUNTY OF __________________________ )

PROJECT: BID NO.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE

I, __________________________________, being first duly sworn, deposes and says that I am
the ________________________ of _____________________________________, the party submitting
the foregoing Bid Proposal (“the Bidder”). In connection with the foregoing Bid Proposal, the undersigned
declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person,
   partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or
   sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder
   or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication,
   or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or
   cost element of the bid price or that of any other bidder, or to secure any advantage against the public
   body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or
   the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to
   any person, corporation, partnership, company, association, organization, bid depository, or to any
   member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of ___________, 2010 at _________________________________.

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

______________________________________________________________________________
Signature (Address)

______________________________________________________________________________
Name Printed or Typed (City, County and State)

(_______) ______________________________________________
(Area Code and Telephone Number)
STATEMENT OF BIDDER’S QUALIFICATIONS

1. Bidder’s Organization
   1.1 Form of entity of Bidder, i.e., corporation, partnership, etc. ______________________
      1.1.1 If a corporation, state the following:
         State of incorporation: ________________________________
         Date of incorporation: ________________________________
         President/Chief Executive Officer: ______________________
         Secretary: __________________________________________
         Treasurer/Chief Financial Officer: ______________________
      1.1.2 If a partnership, state the following:
         Type of partnership, i.e., general partnership, limited partnership: ___________
         ________________________________
         Names of all general partners, if any of the general partners are not natural
         persons, provide the information for each such general partner requested by
         Paragraphs 1.1.1, 1.1.2 and 1.1.4 as appropriate: _____________
         ________________________________
         ________________________________
         ________________________________
         ________________________________
      1.1.3 If a proprietorship, state the names of all proprietors: ______________________
         ________________________________
         ________________________________
         ________________________________
         ________________________________
      1.1.4 If a joint venture, state the following
         Date of organization: ________________________________
         Names of all joint venture members. For each member of the joint venture,
         provide the information requested by Paragraphs 1.1.1, 1.1.2 and 1.1.3 for each
         joint venture member, as applicable: ______________________
         ________________________________
         ________________________________
         ________________________________
         ________________________________

1.2 Number of years your organization has been in business as a contractor: __________

1.3 Number of years your organization has conducted business under its present name: __________

1.4 If your organization has conducted business under a name or name style different than
   your organization’s present name in the past 10 years, identify all prior name(s) or name
   style(s): __________________________
   ________________________________
   ________________________________
1.5 Your organization’s Federal Tax Identification Number: _______________________

2. Licensing

2.1 California Contractors License: Number: ____________________________
Expiry Date: ____________________________
Responsible Managing Employee/Officer: ____________________________
License Classification(s): ____________________________

2.2 Has a claim or other demand ever been made against your organization’s California Contractors License Bond? ______ Yes _____ No
If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

2.3 Has a complaint ever been filed against your organization’s California Contractors License with the California Contractors State License Board? _____ Yes ____ No
If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

3. Experience

3.1 Categories of work (other than management/supervision) your organization typically performs with your own forces______________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3.2 On a separate attachment, list a minimum of three (3) successful projects that are similar to the project to be bid and that were completed by your organization in the past five (5) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the project owner’s name, name of the project owner’s representative and the address and telephone number of the owner and the project owner’s representative; and (iv) the project architect’s name, address, telephone number and contact person.

3.3 On a separate attachment, list a minimum of two (2) successful educational facility construction projects similar to the project to be bid of your organization, for each, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the project owner’s name, name of the project owner’s representative and the address and telephone number of the project owner and the project owner’s representative; (iv) the project architect’s name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.
3.4 On a separate attachment, list all construction project your organization has completed in the past two (2) years in which your organization has had food service equipment purchase and installation.

3.5 Please provide a resume of the individual which holds the LEEDs certification for this project.

4. Performance History

4.1 Claims and lawsuits (if you answer yes to any of the following, you must attach details).
4.1.1 Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project? _____ Yes _____ No
If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

4.1.2 Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project? _____ Yes _____ No
If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

4.1.3 Are there any judgements, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? _____ Yes _____ No
If so, describe each such judgement, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

4.2 Has your organization ever refused to sign a construction contract awarded to it? _____ Yes _____ No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

4.3 Has your organization ever failed to complete a construction contract? _____ Yes _____ No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

4.4 Has your organization ever been declared in default of a construction contract? _____ Yes _____ No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

4.5 Has any construction contract to which your organization is a party been terminated for the convenience of the project owner? _____ Yes _____ No
If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.
4.6 Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract?

____ Yes  ____ No

If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.

4.7 Has your organization or any predecessor to your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?

_____ Yes  ____ No

If yes, on a separate attachment, provide the following: (i) a detailed description of the circumstances upon which charges were based; (ii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iii) disposition of such charges.

4.8 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been an equity owner of ten percent (10%) or more of the equity interest of any other entity or organization, within the past ten (10) years, which has been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?

_____ Yes  ____ No

If yes, on a separate attachment, provide the following: (i) the name(s) of each such other entity or organization; (ii) a detailed description of the circumstances upon which charges were based; (iii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iv) disposition of such charges.

4.9 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?

_____ Yes  ____ No

If yes, on a separate attachment, provide the following: (i) the name of such individual(s) or entity(ies); (ii) a detailed description of the circumstances upon which charges were based; (iii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iv) disposition of such charges.

5. References (Include name, contact person, telephone/telecopier and address for each reference provided):

5.1 Trade References (three (3) minimum)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
5.2 Bank References
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

5.3 Public Works Inspectors of Record (K-12 or community college project)
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

5.4 Owner references (three (3) minimum, preferably California K-12 school districts and/or California community college districts)
________________________________________________________________________
________________________________________________________________________

6. Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder’s Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder’s Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder’s Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this___ day of __________________ 2010 at_______________________________
(City and State)

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

________________________________________
(Signature)

________________________________________
(Typed or written name)
BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, ________________________________, as Surety and ___________________________________, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, hereinafter “the Obligee,” for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the BID No.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of ten percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full 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, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations 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, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys fees.
IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ________ day of __________, 2010 by their duly authorized agents or representatives.

(Principal’s Corporate Seal)

By: ______________________________________

(Principal Name)

Typed or Printed Name

Title: ______________________________________

(Surety’s Corporate Seal)

By: ______________________________________

(Surety Name)

Typed or Printed Name

Signature of Surety

(Attach Attorney-in-Fact Certificate)

Typed or Printed Name

( ) ____________________________________

(Area Code and Telephone Number of Attorney-in-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

( ) ____________________________________

(Contact Name)

( ) ____________________________________

(Address)

( ) ____________________________________

(Telephone)

( ) ____________________________________

(Email address)
CERTIFICATION OF PRE-BID SITE VISIT

The Honorable Board of Trustees
Chabot-Las Positas Community College District
5020 Franklin Drive
Pleasanton, California 94588

RE: BID No.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE

Ladies and Gentlemen:
In connection with submitting a Bid Proposal for the Work described as Bid No.: 11-06, Student Services and Administration Building, Las Positas College, I visited the Site of the Work on Thursday, November 11, 2010 at 10:00 a.m.

on behalf of __________________________________________________________________________

Bidder Name

I certify all conditions provided for my review and their effect on the Work as called for in the Contract Documents are included and accounted for in the Bid Proposal amounts submitted to the District.

I understand that a Bidder who fails to submit this Certification of Pre-Bid Site Visit, fully executed, with the Bidder’s Bid Proposal form, will result in rejection of the Bid Proposal for non-responsiveness.

Name of Bidder

Authorized Signatory

Address

Phone Number

Date
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BID PROPOSAL

TO:   CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, a California Community College District, acting by and through its Board of Trustees (“the District”).

FROM:   _____________________________________________  
            (Name of Bidder)  
            _______________________________________________  
            (Address)  
            _______________________________________________  
            (City, State, Zip Code)  
            _______________________________________________  
            (Telephone/Telecopier)  
            _______________________________________________  
            (E-Mail Address of Bidder’s Representative(s))  
            _______________________________________________  
            (Name(s) of Bidder’s Authorized Representative(s))

1. Bid Proposal

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Base Bid Amount</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Owner’s Unspecified Allowance</td>
<td>$ 1,000,000.00</td>
</tr>
<tr>
<td>3.</td>
<td>Add Alternate #1: Hydromodification of campus storm water system (C4.0)</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Add Alternate #2: Aluminum-Framed Sliding Door System for Door #140g (Structural support remains in the base bid)</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Add Alternate #3: Aluminum-Framed Sliding Door System for Door #140e (Structural support remains in the base bid)</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>Add Alternate #4: Wood Bench – Canted Back and Backless</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>Total Bid Proposal Amount (Line 1 through Lines 6)</td>
<td>$</td>
</tr>
</tbody>
</table>

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to complete in a workmanlike manner all of the Work and other obligations required by the Contract Documents for the sum of ___________________________ Dollars ($_________________________) (Line 7 of Table above). The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on
the part of the undersigned Bidder in preparing and submitting this Bid Proposal. The Bidder confirms that the bid proposal includes the Owner's Non-Specified Allowance in the amount of One Million Dollars and No Cents ($1,000,000.00).

1.2 **Owner's Unspecified Allowance.** Bidder shall include in Bid Proposal the stipulated sum of One Million Dollars ($1,000,000.00) for unspecified work to be performed ONLY at the determination and direction of the District. Work performed at the determination and direction of the District under this Allowance shall be documented by Contractor and submitted to Construction Manager per the requirements specified in Article 9 of the General Conditions. Contractor shall include a separate line item in Contractor's Schedule of Values as “Allowance” with the value of One Million Dollars ($1,000,000.00). At closeout of Contract, any funds remaining in the Allowance shall be credited to Owner through a Change Order.

1.3 **Acknowledgment of Bid Addenda.** The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

    _____ Addenda Nos. _________________ received, acknowledged
    (initial) and incorporated into this Bid Proposal.

1.4 **Alternate Bid Items.** The Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will form the basis for the District's award of the Contract for the above-identified Bid Package. Specific Alternate Bid Items will be incorporated into the scope of Work of the Contract at the District's discretion.

2. **Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal the following:
   (a) Bid Security; (b) Subcontractors List; (c) Statement of Qualifications; (d) Certification of Pre-Bid Site Visit; (e) Non-Collusion Affidavit; and (f) Letter of Assent. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. **Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within ten (10) business days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District:
   (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents;
   (b) the Performance Bond;
   (c) the Labor and Material Payment Bond;
   (d) the Certificate of Workers’ Compensation Insurance;
   and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District’s rescission of the award of the Contract and/or forfeiture of the Bidder’s Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) ______ bearing License Number(s) ________, with expiration date(s) of ________. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and
effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5. **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: ______________________________________

(Signature)

(Corporate Seal)

__________________________________________

(Typed or Printed Name)

Title: _____________________________________
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AGREEMENT

THIS AGREEMENT is made this ____ day of _______________, 2010, in the City of Pleasanton, County of Alameda, State of California, by and between CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, a California Community College District hereinafter “District” and ________________ (“Contractor”).

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as ‘BID NO.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE’. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, Beverly Prior Architects and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. Contract Time. The Work shall be commenced on the date stated in the District’s Notice to Proceed; the Contractor shall achieve Substantial Completion of the Work within the Contract Time set forth in the Contract Documents.

3. Contract Price. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of ________________________________ Dollars ($_______________) which includes the Owner’s Non-Specified Allowance of $1,000,000.00. The Contract Price is based upon the Contractor’s Base Bid Proposal and the following Alternate Bid Items, if any:

The District's payment of the Contract Price shall be in accordance with the Contract Documents.

4. Liquidated Damages. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents. Failure of the Contractor to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items will result in the District’s assessment of Liquidated Damages in accordance with the Contract Documents.

5. The Contract Documents. The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents.

Notice to Contractors Calling For Bids
Instructions For Bidders
Bid Proposal
Subcontractors List
Non-Collusion Affidavit

Statement of Bidder’s Qualifications
Bid Bond
Bid Addenda Nos. ____________
Agreement
Performance Bond
6. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS’ STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS’ STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

“DISTRICT”
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

By: ________________________   _________
Date

Mr. Lorenzo Legaspi
Vice Chancellor, Business Services

“CONTRACTOR”
CONTRACTOR NAME

By: ________________________   _________
Date

Title: _________________________________
(CORPORATE SEAL)

By: ________________________   _________
Date

Mr. Jeffrey M. Kingston
Vice Chancellor,
Facilities Planning & Management
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _________________________________, as Principal, and _________________________________ as Surety, are held and firmly bound unto CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT hereinafter “the Obligee”, in the penal sum of ______________________________ Dollars ($___________) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as BID NO.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE.

WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within thirty (30) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense (“the Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of
performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____day of __________, 2010 by their duly authorized agent or representative.

(Principal’s Corporate Seal)

By: ____________________________

(Typed or Printed Name)

Title: ___________________________

(Surety’s Corporate Seal)

By: ____________________________

(Surety Name)

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

( ) ____________________________

(Typed or Printed Name)

(Area Code and Telephone Number of Attorney-in-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

( ) ____________________________

(Contact Name)

( ) ____________________________

(Address)

( ) ____________________________

(Telephone)

( ) ____________________________

(Email address)
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, __________________________ as Principal, and __________________________ as Surety, are held and firmly bound unto CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT hereinafter “the Obligee”, in the penal sum of __________________________ Dollars ($_________________) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as BID NO.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term “Claimant” shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys fees pursuant to California Civil Code §3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.
IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ________
day of __________, 2010 by their duly authorized agent or representative.

(Principal’s Corporate Seal)                  (Principal Name)
By:_________________________________________
(Signature)
(Type or Print Name)
Title: _______________________________________

(Surety’s Corporate Seal)      (Surety Name)
By:_________________________________________
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)         (Type or Print Name of Attorney-in-Fact)

( ) _______________________________________
(Area Code and Telephone Number of Attorney-in-Fact for Surety)

Contact name, address, telephone number and email
address for notices to the Surety

_________________________________________
(Contact Name)

_________________________________________
(Address)

_________________________________________
(Telephone)

_________________________________________
(Email address)
CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: BID NO.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE

I, ___________ the ____________________________ of
_________________________, declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

   (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

   (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

________________________________________
(Contractor Name)

By: _____________________________________
(Signature)

________________________________________
(Typed or printed name)
DRUG-FREE WORKPLACE CERTIFICATION

I, __________________________________, am the __________________________ of (Print Name) (Title)
_________________________________. I declare, state and certify to all of the following:

(Contractor Name).


2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
   B. Establishing a drug-free awareness program to inform employees about all of the following:
      i. The dangers of drug abuse in the workplace;
      ii. Contractor's policy of maintaining a drug-free workplace;
      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
      iv. The penalties that may be imposed upon employees for drug abuse violations;
   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at ______________________________ (City and State) this _____ day of ________, 2010

________________________________________
(Signature)

________________________________________
(Handwritten or Typed Name)
GENERAL CONDITIONS

TABLE OF CONTENTS

ARTICLE 1:  DEFINITIONS; GENERAL

1.1 District.
1.2 Contractor.
1.3 Architect.
1.4 The Work.
1.5 The Project.
1.6 Surety.
1.7 Subcontractors; Sub-Subcontractors.
1.8 Material Supplier.
1.9 Drawings and Specifications.
1.10 Special Conditions; Supplemental Conditions.
1.11 Contract Documents.
1.12 Intent and Correlation of Contract Documents.
   1.12.2 Technical Terms.
   1.12.3 Conflict in Contract Documents.
1.13 Shop Drawings; Samples; Product Data ("Submittals").
1.14 Division of State Architect ("DSA").
1.15 Project Inspector.
1.16 Contract Document Terms.
1.17 Contractor’s Superintendent.
1.18 Record Drawings.
1.19 Construction Manager.
1.20 Construction Equipment.
1.21 Site.
1.22 Field Clarifications.
1.23 Defective or Non-Conforming Work.
1.24 Delivery.
1.25 Notice to Proceed.
1.26 Progress Reports; Verified Reports.

ARTICLE 2:  DISTRICT

2.1 Information Required of District.
   2.1.1 Surveys; Site Information.
   2.1.2 Permits; Fees.
   2.1.3 Drawings and Specifications.
   2.1.4 Furnishing of Information.
2.2 District’s Right to Stop the Work.
2.3 Partial Occupancy or Use.
   2.3.1 District’s Right to Partial Occupancy.
   2.3.2 No Acceptance of Defective or Nonconforming Work.
2.4 The Project Inspector.
   2.4.1 Access to Work.
   2.4.2 Limitations on Project Inspector.

ARTICLE 3:  ARCHITECT; CONSTRUCTION MANAGER

3.1 Administration of the Contract.
   3.1.1 Role of the Architect and Construction Manager.
3.1.2 Architect’s Periodic Site Inspections.
3.1.3 Contractor Responsibility for Construction Means, Methods and Sequences.
3.1.4 Review of Applications for Payment.
3.1.5 Rejection of Work.
3.1.6 Submittals.
   3.1.6.1 Processing of Submittals Through Construction Manager.
   3.1.6.2 Architect’s Review.
   3.1.6.3 Time for Architect’s Review.
3.1.7 Changes to the Work; Change Orders.
3.1.8 Completion.
3.1.9 Interpretation of Contract Documents; Architect as Initial Arbiter of Disputes.
3.1.10 Request for Information.
3.1.11 Detail Drawings and Instructions.
   3.1.11.1 Architect’s Additional Details.
   3.1.11.2 Contractor Notice of Impacts.
3.2 Communications; Role of Construction Manager and Architect.
3.3 Termination of Architect; Substitute Architect or Construction Manager.

ARTICLE 4: THE CONTRACTOR
4.1 Contractor Review of Contract Documents.
   4.1.1 Examination of Contract Documents.
   4.1.2 Field Measurements.
   4.1.3 Dimensions; Layouts and Field Engineering.
   4.1.4 Work in Accordance with Contract Documents.
4.2 Site Investigation; Subsurface Conditions.
   4.2.1 Contractor Investigation.
   4.2.2 Subsurface Data.
   4.2.3 Subsurface Conditions.
4.3 Supervision and Construction Procedures.
   4.3.1 Supervision of the Work.
   4.3.2 Responsibility for the Work.
   4.3.3 Layouts.
   4.3.4 Construction Utilities.
   4.3.5 Existing Utilities; Removal, Relocation and Protection.
   4.3.6 Conferences and Meetings.
      4.3.6.1 Pre-Construction Conference.
      4.3.6.2 Progress Meetings.
      4.3.6.3 Special Meetings.
      4.3.6.4 Minutes of Meetings.
   4.3.7 Temporary Sanitary Facilities.
   4.3.8 Noise and Dust Control.
      4.3.8.1 Noise Control.
      4.3.8.2 Dust Control.
      4.3.8.3 Contractor Failure to Comply.
   4.3.9 Debris Recycling Statement.
4.4 Labor and Materials.
   4.4.1 Payment for Labor, Materials and Services.
   4.4.2 Employee Discipline.
   4.4.3 Contractors’s Superintendent.
   4.4.4 Prohibition on Harassment.
      4.4.4.1 District’s Policy Prohibiting Harassment.
      4.4.4.2 Contractor’s Adoption of Anti-Harassment Policy.
      4.4.4.3 Prohibition on Harassment at the Site.
4.5 Taxes.
4.6 Permits, Fees and Notices; Compliance With Laws.
4.6.1 Payment of Permits, Fees.
4.6.2 Compliance With Laws.
4.6.3 Notice of Variation from Laws.

4.7 Submittals.
4.7.1 Purpose of Submittals.
4.7.2 Contractor’s Submittals.
   4.7.2.1 Prompt Submittals.
   4.7.2.2 Approval of Subcontractor Submittals.
   4.7.2.3 Verification of Submittal Information.
   4.7.2.4 Contractor Responsibility for Deviations.
   4.7.2.5 No Performance of Work Without Architect Review.
4.7.3 Architect Review of Submittals.
4.7.4 Deferred Approval Items.

4.8 Materials and Equipment.
4.8.1 Specified Materials, Equipment.
4.8.2 Approval of Substitutions or Alternatives.
4.8.3 “Sole Source” Products.
4.8.4 Placement of Material and Equipment Orders.
4.8.5 District’s Right to Place Orders for Materials and/or Equipment.

4.9 Safety.
4.9.1 Safety Programs.
4.9.2 Safety Precautions.
4.9.3 Safety Signs, Barricades.
4.9.4 Safety Notices.
4.9.5 Safety Coordinator.
4.9.6 Emergencies; First Aid.
4.9.7 Hazardous Materials.
   4.9.7.1 General.
   4.9.7.2 Prohibition on Use of Asbestos Construction Building Materials (“ACBMs”).
   4.9.7.3 Disposal of Hazardous Materials.

4.10 Maintenance of Documents.
4.10.1 Documents at Site.
4.10.2 Maintenance of Record Drawings.

4.11 Use of Site.
4.12 Clean-Up.
4.13 Access to the Work.
4.14 Information and Facilities/Services for the Project Inspector.
4.15 Patents and Royalties.
4.16 Cutting and Patching.
4.18 Wage Rates; Employment of Labor.
   4.18.1 Determination of Prevailing Rates.
   4.18.2 Payment of Prevailing Rates.
   4.18.3 Prevailing Rate Penalty.
   4.18.4 Payroll Records.
   4.18.5 Hours of Work.
      4.18.5.1 Limits on Hours of Work.
      4.18.5.2 Penalty for Excess Hours.
      4.18.5.3 Contractor Responsibility.
   4.18.6 Apprentices.
      4.18.6.1 Employment of Apprentices.
      4.18.6.2 Apprenticeship Certificate.
      4.18.6.3 Ratio of Apprentices to Journeymen.
      4.18.6.4 Exemption from Ratios.
      4.18.6.5 Contribution to Trust Funds.
4.18.6.6 Contractor’s Compliance.
4.18.7 Employment of Independent Contractors.
4.19 Assignment of Antitrust Claims.
4.20 Limitations Upon Site Activities.
4.21 Labor Compliance Program (“LCP”)
   4.21.1 Pre-Construction Conference.
   4.21.2 Maintenance and Weekly Submission of Certified Payroll Records.
   4.21.3 District Audit of Certified Payroll Records.
   4.21.4 Contractor’s Rights Upon Determination of Violation.
   4.21.5 LCP Not Exclusive.
4.22 State Audit.

ARTICLE 5: SUBCONTRACTORS
5.1 Subcontracts.
5.2 Substitution of Listed Subcontractor.
   5.2.1 Substitution Process.
   5.2.2 Responsibility of Contractor Upon Substitution of Subcontractor.
5.3 Subcontractors’ Work.
5.4 Subcontractors’ Compliance With LCP.

ARTICLE 6: INSURANCE; INDEMNITY; BONDS
6.1 Workers’ Compensation Insurance; Employer’s Liability Insurance.
6.2 Commercial General Liability and Property Insurance.
6.3 Builder’s Risk “All-Risk” Insurance.
   6.4.1 Minimum Coverage Amounts.
   6.4.2 Required Qualifications of Insurers.
6.5 Evidence of Insurance; Subcontractor’s Insurance.
   6.5.1 Certificates of Insurance.
   6.5.2 Subcontractors’ Insurance.
6.6 Maintenance of Insurance.
6.7 Contractor’s Insurance Primary.
6.8 Indemnity.
6.9 Payment Bond; Performance Bond.

ARTICLE 7: CONTRACT TIME
7.1 Substantial Completion of the Work Within Contract Time.
7.2 Progress and Completion of the Work.
   7.2.1 Time of Essence.
   7.2.2 Substantial Completion.
   7.2.3 Correction or Completion of the Work After Substantial Completion.
      7.2.3.1 Punchlist.
      7.2.3.2 Time for Completing Punchlist Items.
   7.2.4 Final Completion.
   7.2.5 Contractor Responsibility for Multiple Inspections.
   7.2.6 Final Acceptance.
7.3 Construction Schedule.
   7.3.1 General Construction Schedule Requirements.
   7.3.2 Submittal of Preliminary Construction Schedule.
   7.3.3 Review of Preliminary Construction Schedule.
   7.3.4 Preparation of Submittal of Contract Construction Schedule.
   7.3.5 Revisions to Accepted Construction Schedule.
   7.3.6 Updates to Accepted Construction Schedule.
      7.3.6.1 Updated Construction Schedule Requirements.
      7.3.6.2 Monthly Submission of Updated Construction Schedule.
7.3.7 Contractor Responsibility for Construction Schedule.
7.3.8 Three (3) Week Look-Ahead Schedule; One (1) Week As Built Schedule.
7.3.9 Unanticipated Unusually Severe Weather Conditions.
7.3.10 Construction Schedules; Conditions Precedent To Progress Payment Disbursements.
7.3.11 Contractor Schedule Compliance Obligations.

7.4 Adjustment to Contract Time.
7.4.1 Excusable Delays.
7.4.2 Compensable Delays.
7.4.3 Unexcusable Delays.
7.4.4 Adjustment of Contract Time.
7.4.4.1 Procedure for Adjustment of Contract Time.
    7.4.4.1.1 Contractor Notice of Adjustment of Contract Time.
    7.4.4.1.2 Time Impact Evaluation.
7.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays.

7.5 Liquidated Damages.
7.6 District Right to Take-Over Work.

ARTICLE 8: CONTACT PRICE
8.1 Contract Price.
8.2 Cost Breakdown.
8.3 Progress Payments.
8.3.1 Applications for Progress Payments.
8.3.2 Initial Progress Payment Meeting.
8.3.3 District's Review of Applications for Progress Payments.
8.3.4 Review of Applications for Progress Payments.
8.3.5 District's Disbursement of Progress Payments.
     8.3.5.1 Timely Distribution of Progress Payments.
     8.3.5.2 Untimely Disbursement of Progress Payments.
     8.3.5.3 District's Right to Disburse Progress Payments by Joint Checks.
     8.3.5.4 No Waiver of Defective or Non-Conforming Work.
8.3.6 Progress Payments for Changed Work.
8.3.7 Materials or Equipment Not Incorporated into the Work.
     8.3.7.1 Limitations Upon Payment.
     8.3.7.2 Materials or Equipment Delivered and Stored at the Site.
     8.3.7.3 Materials or Equipment Not Delivered or Stored at the Site.
     8.3.7.4 Materials or Equipment in Fabrication or Transit.
8.3.8 Exclusions from Progress Payments.
8.3.9 Title to Work.
8.3.10 Substitute Security for Retention.
8.4 Final Payment.
     8.4.1 Application for Final Payment.
     8.4.2 Conditions Precedent to Disbursement of Final Payment.
     8.4.3 Disbursement of Final Payment.
     8.4.4 Waiver of Claims.
     8.4.5 Claims Asserted After Final Payment.
8.5 Withholding of Payments.
8.6 Payments to Subcontractors.
8.7 Computerized Job Cost Reporting System.
     8.7.1 Job Cost Reporting.
     8.7.2 Job Cost Reporting System Requirements.
     8.7.3 Job Cost System Information.

ARTICLE 9: CHANGES
9.1 Changes in the Work.
9.2 Oral Order of Change in the Work.
9.3 Contractor Submittal of Data.
9.4 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.
   9.4.1 Adjustment to Contract Price.
      9.4.1.1 Mutual Agreement.
      9.4.1.2 Determination by the District.
      9.4.1.3 Basis for Adjustment of Contract Price.
         9.4.1.3.1 Labor.
         9.4.1.3.2 Materials and Equipment.
         9.4.1.3.3 Construction Equipment.
         9.4.1.3.4 Mark-up on Costs of Changes to the Work.
      9.4.1.4 Contractor Maintenance of Records.
   9.4.2 Adjustments to Contract Time.
   9.4.3 Addition or Deletion of Alternate Bid Item(s).
9.5 Change Orders.
9.6 Contractor Notice of Changes.
9.7 Disputed changes.
9.8 Emergencies.
9.9 Minor Changes in the Work.
9.10 Unauthorized Changes.

ARTICLE 10: SEPARATE CONTRACTORS
10.1 District’s Right to Award Separate Contracts.
10.2 District’s Coordination of Separate Contractors.
10.3 Mutual Responsibility.
10.4 Discrepancies or Defects.

ARTICLE 11: TESTS AND INSPECTIONS
11.1 Tests; Inspections; Observations.
   11.1.1 Contractor’s Notice.
   11.1.2 Costs of Tests and Inspections.
   11.1.3 Testing/Inspection Laboratory.
   11.1.4 Additional Tests, Inspections and Approvals.
11.2 Delivery of Certificates.
11.3 Timeliness of Tests, Inspections and Approvals.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK
12.1 Inspection of the Work.
   12.1.1 Access to the Work.
   12.1.2 Limitations Upon Inspections.
12.2 Uncovering of Work.
12.3 Rejection of Work.
12.4 Correction of Work.
12.5 Removal of Non-Conforming or Defective Work.
12.6 Failure of Contractor to Correct Work.
12.7 Acceptance of Defective or Non-Conforming Work.

ARTICLE 13: WARRANTIES
13.1 Workmanship and Materials.
13.2 Warranty Work.
13.3 Guarantee.
13.4 Survival of Warranties.

ARTICLE 14: SUSPENSION OF WORK
14.1 District’s Right to Suspend Work.
ARTICLE 15: TERMINATION
15.1 Termination for Cause.
   15.1.1 District's Right to Terminate.
   15.1.2 District's Rights Upon Termination.
   15.1.3 Completion by the Surety.
   15.1.4 Assignment and Assumption of Subcontracts.
   15.1.5 Costs of Completion.
   15.1.6 Contractor Responsibility for Damages.
   15.1.7 Conversion to Termination for Convenience.
   15.1.8 District's Rights Cumulative.
15.2 Termination for Convenience of the District.

ARTICLE 16: MISCELLANEOUS
16.1 Governing Law.
16.2 Marginal Headings; Interpretation.
16.3 Successors and Assigns.
16.4 Cumulative Rights and Remedies; No Waiver.
16.5 Severability.
16.6 No Assignment by Contractor.
16.7 Gender and Number.
16.8 Independent Contractor Status.
16.9 Notices.
16.10 Disputes; Continuation of Work.
16.11 Dispute Resolution; Arbitration.
   16.11.1 Claims Under $375,000.00.
   16.11.2 Government Code Claim Requirements.
   16.11.3 Arbitration.
   16.11.4 Inapplicability to Bid Bond.
16.12 Capitalized Terms.
16.13 Attorneys Fees.
16.14 Waiver of Special/Consequential Damages.
16.15 Provisions Required by Law Deemed Inserted.
16.16 Days.
16.17 Prohibited Interests.
16.18 Entire Agreement.
GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS; GENERAL

1.1 District. The “District” refers to CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT and unless otherwise stated, includes the District's authorized representatives, including the Construction Manager, if a Construction Manager is designated, the District's Board of Trustees and the District's officers, employees, agents and representatives.

1.2 Contractor. The Contractor is the person or entity identified as such in the Agreement; references to “Contractor” include the Contractor's authorized representative.

1.3 Architect. The Architect is the person or entity identified as such in the Agreement; references to the “Architect” include the Architect's authorized representative.

1.4 The Work. The “Work” is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.

1.5 The Project. The Project is the total construction of which the Work performed by the Contractor under the Contract Documents which may be the whole or a part of the Project and which may include construction by the District or by separate contractors.

1.6 Surety. The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond.

1.7 Subcontractors; Sub-Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. “Subcontractor” does not include a separate contractor to the District or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site.

1.8 Material Supplier. A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.

1.9 Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion. Large scale Drawings shall take precedence over smaller scale Drawings as to shape and details of construction. Figured dimensions on Drawings shall govern, but Work which is not dimensioned shall be as directed or required by field conditions. Specifications shall govern as to materials, workmanship and installation procedures.
1.10 **Special Conditions; Supplemental Conditions.** If made a part of the Contract Documents, Special Conditions and Supplemental Conditions are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.

1.11 **Contract Documents.** The Contract Documents consist of the Agreement between the District and the Contractor, Conditions of the Contract (whether General, Special, Supplemental or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

1.12 **Intent and Correlation of Contract Documents.**

1.12.1 **Work of the Contract Documents.** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.

1.12.2 **Technical Terms.** Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.12.3 **Conflict in Contract Documents.** Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect in accordance with Article 3.1.9 of the General Conditions; where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the Architect will be governed generally by the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between portions of the Contract Documents regarding the quality of any item, product, equipment or materials, unless otherwise directed or authorized by the District, the Contractor shall provide the item, product, equipment or material of the highest or more stringent quality.

1.13 **Shop Drawings; Samples; Product Data (“Submittals”).** Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, Material Supplier, or distributor to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor or any of its Subcontractors or Material Suppliers are collectively referred to as “Submittals.”
1.14 Division of State Architect ("DSA"). The DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulatory Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and Title 24 of the California Code of Regulations.

1.15 Project Inspector. The Project Inspector is the individual designated and employed by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The Project Inspector shall be authorized to act on behalf of the District as provided for in the Contract Documents and in Title 24 of the California Code of Regulations, as the same may be amended from time to time.

1.16 Contract Document Terms. The term “provide” means “provide complete in place” or to “furnish and install” such item. Unless otherwise provided in the Contract Documents, the terms “approved;” “directed;” “satisfactory;” “accepted;” “acceptable;” “proper;” “required;” “necessary” and “equal” shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the Architect. The term “typical” as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as “typical” in all other areas similarly marked as “typical”; Work in such other areas shall conform to that shown as “typical” or as reasonably inferable therefrom.

1.17 Contractor's Superintendent. The Contractor's Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor's Superintendent shall not perform routine construction labor.

1.18 Record Drawings. The Record Drawings are a set of the Drawings marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.

1.19 Construction Manager. The Construction Manager is an independent contractor retained by the District and is authorized and empowered to act on behalf of the District as set forth in the Contract Documents. The District reserves the right to remove or replace the Construction Manager prior to completion of the Work without adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder.

1.20 Construction Equipment. “Construction Equipment” is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.

1.21 Site. The Site is the physical area designated in the Contract Documents for Contractor’s performance, construction and installation of the Work.

1.22 Field Clarifications. A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents.
1.23 **Defective or Non-Conforming Work.** Defective or non-conforming Work is any Work which is unsatisfactory, faulty or deficient by: (a) not conforming to the requirements of the Contract Documents; (b) not conforming to the standards of workmanship of the applicable trade or industry; (c) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (d) damage occurring prior to Final Completion of all of the Work.

1.24 **Delivery.** The term “delivery” used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition pending incorporation into the Work.

1.25 **Notice to Proceed.** The Notice to Proceed is the written notice issued by or on behalf of the District to the Contractor authorizing the Contractor to proceed with commencement of the Work and which establishes the date for commencement of the Contract Time.

1.26 **Progress Reports; Verified Reports.** Progress Reports, if required, are written reports prepared by the Contractor and periodically submitted to the District in the form and content as required by the Contract Documents. Verified Reports are periodic written reports prepared by the Contractor and submitted to the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports, if required, and Verified Reports as well as the timely submission of the same.

ARTICLE 2: DISTRICT

2.1 **Information Required of District.**

2.1.1 **Surveys; Site Information.** Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations, to be provided by the District are set forth in the Contract Documents. Information not provided by the District or necessary information in addition to that provided by the District concerning physical characteristics of the Site which is required shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.

2.1.2 **Permits; Fees.** Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work of the Contractor under the Contract Documents. If permits and fees are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall be solely responsible for obtaining the same; the cost of such permits or fees and any costs incurred by the Contractor in obtaining such permits shall be included within the Contract Price.

2.1.3 **Drawings and Specifications.** Except as otherwise provided for in the Contract Documents, the District shall furnish the Contractor, free of charge, the number of copies of the Drawings and the Specifications as set forth in the Special Conditions. All of the Drawings and the Specifications provided by the District to the Contractor remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work of the Project.

2.1.4 **Furnishing of Information.** Information or services to be provided by the District under
the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. To the extent that the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements or the Work involves any tie-in or other connection with any existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist. Contractor shall bear the risk of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. Subject to the provisions of Article 4.2.3, the existence of any variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any District liability therefor, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

2.2 District's Right to Stop the Work. In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District, may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Contractor. If the Contractor fails within seven (7) days to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents, the District reserves the right to remedy such action. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District’s exercise of such right waive or limit the exercise of any other right or remedy of the District under the Contract Documents or at law.

2.3 Partial Occupancy or Use.

2.3.1 District's Right to Partial Occupancy. The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance and the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the Project Inspector, the Contractor and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the District is in conformity with the requirements of the Contract Documents and the District’s occupancy or use thereof is not impaired. The District’s use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed “completion” of the Work as that term is used in Public Contract Code §7107.
2.3.2 **No Acceptance of Defective or Nonconforming Work.** Unless otherwise expressly agreed upon by the District and the Contractor, the District's partial occupancy or use of the Work or any portion thereof, shall not constitute the District's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective.

2.4 **The Project Inspector.** In addition to the authority and rights of the Project Inspector as provided for elsewhere in the Contract Documents, all of the Work shall be performed under the observation of the Project Inspector. The performance of the duties of the Project Inspector under the Contract Documents shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents.

2.4.1 **Access to Work.** The Contractor shall provide the Project Inspector with access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed. The Project Inspector shall have the authority to stop Work if the Work is not in conformity with the Contract Documents.

2.4.2 **Limitations on Project Inspector.** The Project Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. No Work inconsistent with the Contract Documents shall be performed solely on the basis of the direction of the Project Inspector, and the Contractor shall be liable to the District for the consequences of all Work performed on such basis.

ARTICLE 3: ARCHITECT; CONSTRUCTION MANAGER

3.1 **Administration of the Contract.**

3.1.1 **Role of the Architect and Construction Manager.** The Architect and the Construction Manager will provide administration of the Contract as described in the Contract Documents, and will be the District's representatives during construction until the time that Final Payment is due the Contractor under the Contract Documents. The Architect and Construction Manager will advise and consult with the District and the Project Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the District to the extent provided for in the Contract Documents; and shall have the responsibilities and powers established by law, including Title 24 of the California Code of Regulations. The Architect and Construction Manager are authorized to stop the Work whenever deemed necessary in the sole discretion of the Architect or the Construction Manager to insure that the Work is completed in accordance with the Contract Documents.

3.1.2 **Architect's Periodic Site Visits.** The Architect will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Architect will not be required to make exhaustive or continuous Site inspections to check quality or quantity of the Work. On the basis of Site observations as an architect, the Architect will keep the District informed of the progress of the Work, and will endeavor to guard the District against defects and deficiencies in the Work.

3.1.3 **Contractor Responsibility for Construction Means, Methods and Sequences.** Neither the Architect or the Construction Manager will have control over or charge of and be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the
Contractor's responsibility. Neither the Architect nor Construction Manager will have control over or charge of and be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.1.4 Review of Applications for Payment. In accordance with Article 8 hereof, the Architect and Construction Manager will review the Contractor's Applications for Progress Payments and for Final Payment, evaluate the extent of Work performed and the amount properly due the Contractor on such Application for Payment.

3.1.5 Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to exercise such authority shall give rise to a duty or responsibility to the Contractor, Subcontractors, Material Suppliers, their agents or employees, or other persons performing portions of the Work.

3.1.6 Submittals.

3.1.6.1 Processing of Submittals Through Construction Manager. Submittals required by the Contract Documents shall be prepared by or on behalf of the Contractor in accordance with the requirements of the Contract Documents. Submittals shall be transmitted by the Contractor to the Construction Manager for distribution by the Construction Manager to the Architect and the District. Upon completion of the Architect’s review of a Submittal, the Construction Manager shall transmit the reviewed Submittal to the Contractor for the Contractor’s distribution to its Subcontractor(s) and other affected parties.

3.1.6.2 Architect’s Review. The Architect will review and approve or take other appropriate action upon the Contractor’s Submittals, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect’s review of Submittals shall not constitute approval of safety measures, programs or precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component with the Submittal(s) required and relating to such assembly have been reviewed by the Architect.

3.1.6.3 Time for Architect’s Review. The Architect’s review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the District or the District’s separate contractors while allowing sufficient time, in the Architect’s reasonable professional judgment, to permit adequate review of Submittals. The foregoing notwithstanding, the Architect’s review
and return of Submittals will conform with the time limits and other conditions, if any, set forth in the Specifications or the Submittal Schedule if the Submittal Schedule is required by other provisions of the Contract Documents.

3.1.7 Changes to the Work; Change Orders. The Architect and Construction Manager will prepare Change Orders, and with the written approval of the District, may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price.

3.1.8 Completion. The Architect will conduct observations to determine the date(s) of Substantial Completion and the date(s) of Final Completion, will receive and forward to the District, for the District's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.

3.1.9 Interpretation of Contract Documents; Architect as Initial Arbiter of Disputes. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Architect's response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. If no agreement is reached establishing the time for the Architect's review and response to requests under this Article 3.1.9, the Architect shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. If there is any disagreement, dispute or other matter in controversy between the District and the Contractor, in addition to other requirements established by the Contract Documents or by law, the submission of the same to the Architect for its decision shall be a condition precedent to initiation of dispute resolution procedures.

3.1.10 Request for Information. If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively "the Conditions"), it shall be affirmative obligation of the Contractor to timely notify the Architect, in writing, of the Conditions encountered and to request information from the Architect necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Architect to address and resolve any Conditions the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract
Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Architect. The Architect’s responses to any such Contractor request for information shall conform with the standards and time frame set forth in Article 3.1.9 of these General Conditions. The foregoing provisions notwithstanding, in the event that the Architect reasonably determines that any of Contractor’s request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not reflect the Contractor’s adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect and any other design consultant to the Architect or the District. In responding to any of Contractor’s request(s) for information, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the amount of costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District is authorized to deduct such amount from any portion of the Contract Price then or thereafter due the Contractor.

3.1.11 Detail Drawings and Instructions.

3.1.11.1 Architect’s Additional Details. In case of ambiguity, conflict, or lack of information, Architect shall furnish additional instructions by means of drawings or otherwise, necessary for proper execution of the Work. All such drawings and instructions shall be consistent with Contract Documents, true developments thereof, and reasonably inferable therefrom. Such additional instructions shall be furnished with reasonable promptness, but not more than fourteen (14) days, provided that Contractor informs Architect and District in writing of the relationship of the requested critical path of the Construction Schedule. Architect will furnish necessary additional details to more fully explain the Work, which details shall be deemed part of the Contract Documents.

3.1.11.2 Contractor Notice of Impacts. If the Contractor believes that detail drawings issued by the Architect reflects a change to the scope of work or additional work beyond that reflected in the Contract Documents or reasonably referable therefrom, the Contractor shall give written notice thereof to Architect and District within five (5) days of the receipt of same. If the Contractor does not give the Architect and District such written notice within five (5) days, the details shall be deemed to be reasonable development of the Work depicted in the Contract Documents without adjustment of the Contract Time or the Contract Price. If notice is given by the Contractor, the Contractor shall set forth in detail the extent of Contract Price or Contract Time adjustments resulting from such details along with the basis upon which the requested Contract Time/Contract Price adjustment is computed. The Architect will review any such notice and request for adjustment of the Contract Time/Contract Price and render the Architect’s decision in accordance with the Contract Documents.

3.2 Communications; Role of Construction Manager and Architect. All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the Contractor and the District or the Architect shall be through the Construction Manager. Communications between separate contractors, if any, shall be through the Construction Manager. All written communications between the Contractor and any Subcontractor, Material Supplier or others
directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Construction Manager and the Architect for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the Contractor to permit the District, the Construction Manager or Architect to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder.

3.3 Termination of Architect or Construction Manager; Substitute Architect or Construction Manager. In case of termination of employment of the Architect or the Construction Manager, the District shall appoint a substitute architect or substitute construction manager whose status under the Contract Documents shall be that of the Architect or the Construction Manager, as applicable.

ARTICLE 4: THE CONTRACTOR

4.1 Contractor Review of Contract Documents.

4.1.1 Examination of Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the District pursuant to the Contract Documents and shall at once report to the Architect any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior notice to the Architect of the same, the Contractor shall assume full responsibility for such performance and shall bear all attributable costs for correction of the same.

4.1.2 Field Measurements. Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions and other information known to the Contractor with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

4.1.3 Dimensions; Layouts and Field Engineering. Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor shall be solely responsible for coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by the an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work. Upon commencement of any item of the Work, the Contractor is responsible for dimensions of such item of Work and related Work; without adjustment of the Contract Time or Contract Price, the Contractor is responsible for making component parts of the Work fit together properly.

4.1.4 Work in Accordance With Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents and approved Submittals.

4.2 Site Investigation; Subsurface Conditions.

4.2.1 Contractor Investigation. The Contractor shall be responsible for, and by executing the
Agreement acknowledges, that it has carefully examined the Site and has taken all steps it
deems reasonably necessary to ascertain all conditions which may effect the Work, or the
cost thereof, including, without limitation, conditions bearing upon transportation, disposal,
handling or storage of materials; availability of labor and materials; access to the Site; and
the physical conditions and the character of equipment, materials, labor and services
necessary to perform the Work. Any failure of the Contractor to do so will not relieve it from
the responsibility for fully and completely performing all Work without adjustment to the
Contract Price or the Contract Time. The District assumes no responsibility to the
Contractor for any understandings or representations concerning conditions or
characteristics of the Site, or the Work, made by any of its officers, employees or agents
prior to the execution of the Agreement, unless such understandings or representations are
expressly set forth in the Agreement.

4.2.2 Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has
examined the boring data and other subsurface data available and satisfied itself as to the
character, quality and quantity of surface and subsurface materials, including without
limitation, obstacles which may be encountered in performance of the Work, insofar as this
information is reasonably ascertainable from an inspection of the Site, review of available
subsurface data and analysis of information furnished by the District under the Contract
Documents. Subsurface data or other soils investigation report provided by the District
hereunder are not a part of the Contract Documents. Information contained in such data or
report regarding subsurface conditions, elevations of existing grades, or below grade
elevations are approximate only and is neither guaranteed or warranted by the District to be
complete and accurate. The Contractor shall examine all boring and other subsurface data
to make its own independent interpretation of the subsurface conditions and acknowledges
that its bid is based upon its own opinion of the conditions which may be encountered.

4.2.3 Subsurface Conditions. If the Work under the Contract Documents involves digging
trenches or other excavations that extend deeper than four feet below the surface, the
Contractor shall promptly and before the following conditions are disturbed, notify the Project
Inspector, in writing, of any: (i) material that the Contractor believes may be material that is
hazardous waste, as defined in California Health and Safety Code §25117, that is required
to be removed to a Class I or Class II or Class III disposal site in accordance with provisions
of existing law; (ii) subsurface or latent physical conditions at the site differing from those
indicated; or (iii) unknown physical conditions at the site of any unusual nature, different
materially from those ordinarily encountered and generally recognized as inherent in the
Work or the character provided for in the Contract Documents. If upon notice to the District
of the conditions described above and upon the District's investigation thereof, the District
determines that the conditions so materially differ or involve such hazardous materials which
require an adjustment to the Contract Price or the Contract Time, the District shall issue a
Change Order in accordance with Article 9 hereof. In accordance with California Public
Contract Code §7104, any dispute arising between the Contractor and the District as to any
of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the
completion of the Work within the Contract Time and the Contractor shall proceed with all
Work to be performed under the Contract Documents. The District reserves the right to
terminate the Contract pursuant to Article 15.2 hereof should the District determine not to
proceed because of any condition described in (i), (ii) or (iii) above.

4.3 Supervision and Construction Procedures.

4.3.1 Supervision of the Work. The Contractor shall supervise and direct performance of 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 and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

4.3.2 Responsibility for the Work. The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, Project Inspector or 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.

4.3.3 Layouts. The Contractor is solely responsible for laying-out the Work so that construction of the Work conforms to the requirements of the Contract Documents and so that all component parts of the Work are coordinated. The Contractor shall be responsible for maintenance and preservation of benchmarks, reference points and stakes for the Work. The cost of maintenance and preservation of benchmarks, reference points and stakes shall be included within the Contract Price. The Contractor shall be solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

4.3.4 Construction Utilities. The District will furnish and pay the costs of utility services for the Work as set forth in the Special Conditions; all other utilities necessary to complete the Work and to completely perform all of the Contractors' obligations shall be obtained by the Contractor without adjustment of the Contract Price. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price.

4.3.5 Existing Utilities; Removal, Relocation and Protection. In accordance with California Government Code §4215, the District shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Drawings, Specifications or other Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the District of the utility to provide for removal or relocation of such utility facilities. Nothing in this Article 4.3.5 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified by the District in the Drawings,
Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the District, the Project Inspector, the Architect, the Construction Manager and the utility owner. In the event that such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

4.3.6 Conferences and Meetings. A material obligation of the Contractor under the Contract Documents is the attendance at required meetings by the Contractor’s supervisory personnel for the Work and the Contractor’s management personnel as required by the Contract Documents or as requested by the District. The Contractor’s personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

4.3.6.1 Pre-Construction Conference. The Contractor’s representatives (and representatives of Subcontractors as requested by the District) shall attend a Pre-Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the Pre-Construction Conference will include as appropriate: (a) administrative matters, including an overview of the respective responsibilities of the District, Architect, Construction Manager, Contractor, Subcontractor, Project Inspector and others performing any part of the Work or services relating to the Work; (b) Submittals; (c) Changes and Change Order processing; (d) employment practices, including Certified Payroll preparation and submission and prevailing wage rate responsibilities of the Contractor and Subcontractors; (e) Progress Schedule development and maintenance; (f) development of Schedule of Values and payment procedures; (g) communication procedures, including the handling of Requests for Information; (h) emergency and safety procedures; (i) Site visitor policies; (j) conduct of Contractor/Subcontractor personnel at the Site; and (k) punchlist/close-out procedures.

4.3.6.2 Progress Meetings. Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor’s representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the Construction Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress Schedule and Submittals.

4.3.6.3 Special Meetings. As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.

4.3.6.4 Minutes of Meetings. Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the Architect and the Construction Manager
in writing of objections or corrections to minutes prepared hereunder within five (5) dates of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Construction Manager; such objections or corrections shall be submitted to the Architect and the Construction Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.

4.3.7 Temporary Sanitary Facilities. At all times during Work at the Site, the Contractor shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at the Site.

4.3.8 Noise and Dust Control.

4.3.8.1 Noise Control. The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the District's request, the Contractor shall schedule the performance of all such Work around normal college hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.3.8.2 Dust Control. The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable law, rule or regulation. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand. Contractor shall replace any damages property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the District's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the District's request, the Contractor shall schedule the performance of all such Work around normal college hours and make other arrangements so that the Work does not.
cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.3.8.3 Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, upon notice from the District, Architect, Project Inspector or Construction Manager to the Contractor, the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from such notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the District in connection with such actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct such amounts from the Contract Price then or thereafter due the Contractor.

4.3.9 Debris Recycling; Contractor Submittal of Debris Recycling Statement. The Contractor and all Subcontractors shall maintain current, complete and accurate records of debris and other waste (collectively “Waste Materials”) resulting from performance of the Work. The Contractor shall compile the records of the Contractor and all Subcontractors on a monthly basis. Based on such compilation, the Contractor shall, each month during performance of the Work, complete the form of Debris Recycling Statement (Attachment C to the Special Conditions) for itself and all Subcontractors performing Work at the Site. The Debris Recycling Statement must be executed by the Contractor’s Superintendent, Construction Manager or other authorized employee; the completed/executed form of Debris Recycling Statement shall be submitted by the Contractor to the District each month during the Work concurrently with the Contractor’s submission of its Applications for Progress Payment. During the Contract term, monthly records for each calendar year shall be compiled by the Contractor’s Superintendent and submitted to the College’s Project Manager, no later than January 15th of the following year.

4.4 Labor and Materials.

4.4.1 Payment for Labor, Materials and Services. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

4.4.2 Employee Discipline. The Contractor shall enforce strict discipline and good order among the Contractor’s employees, the employees of any Subcontractor or Sub-subcontractor, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District.

4.4.3 Contractor’s Superintendent. Contractor shall employ a competent Superintendent who is fluent in spoken and written English along with necessary assistants who shall be in attendance at the Site at all times during the performance of Work at the Site. Before
commencing the Work, Contractor shall designate in writing the name, qualifications, experience and references from owners and architects on previous projects for Contractor’s proposed Superintendent who, on approval of District, shall have full authority to represent and act for Contractor. All directions given to the Superintendent shall be as binding as if given to Contractor. A facsimile of the signatures of the authorized representatives of Contractor shall be submitted to Architect and District. The Contractor's communications relating to the Work or the Contract Documents shall be through the Contractor's Superintendent. The Superintendent shall represent the Contractor and communications given to the Superintendent shall be binding as if given to the Contractor. The Contractor shall dismiss the Superintendent or any of his/her assistants if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approve of the replacement superintendent or assistant. Unless expressly excused by the District, the Contractor’s Superintendent shall attend all Project meetings as the Contractor’s representative.

4.4.4 Prohibition on Harassment.

4.4.4.1 District's Policy Prohibiting Harassment. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

4.4.4.2 Contractor's Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.4.4.

4.4.4.3 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, Sub-subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.4.4.2 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and
4.5 Taxes. The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

4.6 Permits, Fees and Notices; Compliance With Laws.

4.6.1 Payment of Permits, Fees. The District shall secure and pay for the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work, except as otherwise provided in the Special Conditions. If permits/approvals are designated in the Special Conditions as the Contractor’s responsibility, the Contractor shall obtain such permits/approvals at its sole cost and expense without adjustment of the Contract Price. Fees, costs or other expenses associated with or arising in connection with Deferred Approval Items shall be the responsibility of the Contractor without adjustment of the Contract Price.

4.6.2 Compliance With Laws. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and other orders of public authorities bearing on performance of the Work.

4.6.3 Notice of Variation From Laws. If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, regulations or rules, the Contractor shall promptly notify the Architect, Construction Manager and the Project Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to laws, statutes, ordinances, building codes, rules or regulations applicable to the Work without such notice to the Architect and the Project Inspector, the Contractor shall

shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, board of trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.4.4.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.
assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

4.7 **Submittals.**

4.7.1 **Purpose of Submittals.** Shop Drawings, Product Data, Samples and similar submittals (collectively “Submittals”) are not Contract Documents. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

4.7.2 **Contractor’s Submittals.**

4.7.2.1 **Prompt Submittals.** The Contractor shall review, approve and submit to the Architect or such other person or entity designated by the District, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor to the Architect within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule prepared and submitted by the Contractor pursuant to Article 7 of these General Conditions. Contractor’s submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. In the event of Contractor’s failure or refusal to deliver Submittals to the Architect in accordance with the Submittal Schedule, the Contractor shall be subject to per diem assessments in the amount set forth in the Special Conditions for each day of delayed submission for any Submittal beyond the date set forth in the Submittal Schedule for Contractor’s submission of such Submittal. Contractor and District acknowledge and agree that if Contractor shall fail to deliver Submittals in accordance with the Submittal Schedule, the District will incur costs and expenses not contemplated by the Contract Documents, the exact amount of which are difficult to ascertain and fix. Contractor and the District acknowledge and agree that the per diem assessment for delayed submission of Submittals set forth in the Special Conditions represents a reasonable estimate of costs and expenses the District will incur as a result of delayed submission of Submittals and that the same is not a penalty. Notwithstanding Contractor’s submission of all required Submittals in accordance with the Submittal Schedule, in the event that the District or the Architect reasonably determines that all or any portion of such Submittals fail to comply with the requirements of Articles 4.7.2.2, 4.7.2.3 and 4.7.2.4 of these General Conditions and/or such Submittals are not otherwise complete and accurate so as to require re-submission, Contractor shall bear all costs associated with the review and approval of the second resubmitted Submittals, including without limitation Architect’s fees incurred in connection therewith; provided that such costs are in addition to, and not in lieu of, any per diem assessments imposed under this Article 4.7.2.1 for Contractor’s delayed submission of Submittals. In the event of the District’s imposition of the per diem assessments due to the Contractor’s delayed submission of Submittals or in the event of the District’s assessment of costs and expenses incurred to review incomplete or inaccurate Submittals, the District may deduct the same from any portion the Contract Price then or thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform to the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the
Contract Price shall be granted to the Contractor on account of its failure to make timely submission of any Submittal.

4.7.2.2 Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors, of any tier, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Architect for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the Contract Price.

4.7.2.3 Verification of Submittal Information. By approving and submission of Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. Each Submittal shall include the following certification duly executed by the Contractor's Superintendent or Construction Manager for the Work:

"The Contractor has reviewed and approved the field dimensions and construction criteria of the attached Submittal. The Contractor has verified that the Submittal includes notations of any portion of the Work depicted in the Submittal which is not in strict conformity with the Contract Documents. The information in the attached Submittal has been reviewed and coordinated by the Contractor with information included in other Submittals."

4.7.2.4 Contractor Responsibility for Deviations. The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect's review of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission of the Submittal and the Architect has given written approval to the specific deviation. A material obligation of the Contractor is its specific/detailed identification and notation on the transmittal cover-sheet of each submission of Submittals any deviation between the Work as indicated in the Contract Documents and as indicated in the Submittal. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect's review thereof.

4.7.2.5 No Performance of Work Without Architect Review. The Contractor shall perform no portion of the Work requiring the Architect's review of Submittals until the Architect has completed its review and returned the Submittal to the Contractor indicating "No Exception Taken" to such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the Architect in review of Submittals and other applicable portions of the Contract Documents.

4.7.3 Architect Review of Submittals. The purpose of the Architect's review of Submittals and the time for the Architect's return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the Architect returns a Submittal as rejected or
requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the Architect's direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Architect's review of the Submittals is for the limited purposes described in the Contract Documents.

4.7.4 Deferred Approval Items. In the event that any portion of the Work is designated in the Contract Documents as a “Deferred Approval” item, Contractor shall be solely and exclusively responsible for the preparation of Submittals and review and approval by the approving authority for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time.

4.8 Materials and Equipment.

4.8.1 Specified Materials, Equipment. References in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words “or equal” shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition.

4.8.2 Approval of Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items and the Contractor certifies to the Architect that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified, and must demonstrate to the Architect that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit engineering, construction, dimension, visual, aesthetic and performance data to the Architect to permit its proper evaluation of the proposed substitution or alternative. If requested by the Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the Architect deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the Architect's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the Architect's review and final action of the same shall be subject to removal pursuant to Article 12 hereof. The Architect's decision evaluating the Contractor's proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the Architect; provided, however, that in the event a substitution or alternative accepted by the Architect and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor's furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees incurred by the District to review a proposed substitution or alternative, including without limitation fees of the Architect, of the Architect's consultant(s)
and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the Architect's review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty-five (35) days following the date of the District's award of the Contract to Contractor by action of the District's Board of Trustees; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

4.8.3 **“Sole Source” Products.** If any material, equipment, product or other item is designated in the Contract Documents as a “District Standard” or similar words/terms, the District shall be deemed to have made a finding that such material, equipment, product or other item is designated and specified to match other materials, equipment, products, or other item in use in a completed or to be completed work of improvement and not subject to substitution. If any material, equipment, or other item is identified in the Contract Documents as being the only source of the material, equipment or other item necessary to accomplish the intended result(s), such material, equipment or other item shall not be subject to substitution.

4.8.4 **Placement of Material and Equipment Orders.** Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor or Sub-Subcontractor performing any portion of the Work similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor or Sub-Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the District, Construction Manager or the Architect, the Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor or Sub-Subcontractor.

4.8.5 **District's Right to Place Orders for Materials and/or Equipment.** Notwithstanding any other provision of the Contract Documents, in the event that the Contractor shall, upon request of the District or the Architect, fail or refuse, for any reason, to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises the right to place orders for materials and/or equipment pursuant to the foregoing, the District's conduct shall not be deemed to be an exercise, by the District, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the District to place orders for materials and/or equipment pursuant to the foregoing, the
election of the District to exercise, or not to exercise, such right shall not relieve the Contractor from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the District exercises the right hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

4.9 Safety.

4.9.1 Safety Programs. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work at the Site, the Contractor shall provide the Architect, Project Inspector, the Construction Manager and District with the Contractor's proposed safety program for the Work for the Construction Manager's review. The Architect, the Construction Manager and the Project Inspector are authorized to enforce the Contractor's obligation to implement the safety program accepted by the Construction Manager.

4.9.2 Safety Precautions. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

4.9.3 Safety Signs, Barricades. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

4.9.4 Safety Notices. The Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or
4.9.5 Safety Coordinator. The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Project Inspector and the Architect.

4.9.6 Emergencies; First Aid. In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss. The Contractor shall maintain stocked emergency first aid kits at the Site which comply with applicable law, rule or regulation.

4.9.7 Hazardous Materials.

4.9.7.1 General. In the event that the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all laws, rules, ordinances or regulations applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

4.9.7.2 Prohibition on Use of Asbestos Construction Building Materials ("ACBMs"). Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. In the event that any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Architect and the Project Inspector of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the District's acceptance of the Work. In the event that the Contractor shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the District in connection with

loss.
such removal and replacement shall be the responsibility of the Contractor and the Contractor's Performance Bond Surety.

4.9.7.3 Disposal of Hazardous Materials. Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about Site resulting from the Contractor's performance of Work and other activities. The Contractor's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with any and all applicable laws, regulations, orders, procedures or ordinances.

4.10 Maintenance of Documents.

4.10.1 Documents at Site. The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Architect; (iv) Record Drawings; (v) Material Safety Data Sheets (“MSDS”) accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vi) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the District, the Construction Manager, the Architect, the Project Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the Contractor pursuant to the foregoing shall be assembled and transmitted to the Architect for delivery to the District.

4.10.2 Maintenance of Record Drawings. During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. The Record Drawings shall be continuously maintained by the Contractor during the performance of the Work. At any time during the Contractor's performance of the Work, upon the request of the District, the Project Inspector or the Architect, the Contractor shall make the Record Drawings maintained hereunder available for the District's review and inspection. The District's review and inspection of the Record Drawings during the Contractor's performance of the Work shall be only for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District's approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District may be deemed by the District to be Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the District for the Contractor's failure or refusal to continuously maintain the Record Drawings, the District may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate
action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the District may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In accordance with Article 8.4.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Construction Manager for transmittal of the District.

4.11 Use of Site. The Contractor shall confine operations at the Site to areas permitted by law, ordinances or permits, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site.

4.12 Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a “broom-clean” standard on a daily basis. In the event that the Work of the Contract Documents includes painting and/or the installation of floor covering, prior to commencement of any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a “broom-clean” condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the District under the Contract Documents. At completion of the Work, the Contractor shall clean the building interior and exterior, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal surfaces, areas where debris, dust and similar items have collected, clean and polish all glass, plumbing fixtures, finish hardware, metal/wood/stone finishes. As directed by the Construction Manager, District or Architect, the Contractor shall remove temporary fencing, barricades, planking, temporary sanitary facilities, temporary utility distributions and other temporary facilities. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The Project Inspector or Construction Manager shall be authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

4.13 Access to the Work. The Contractor shall provide the DSA, the District, the Construction Manager, the Project Inspector, the Architect and the Architect's consultant(s) with access to the Work, whether in place, preparation and progress and wherever located.

4.14 Information and Facilities/Services for the Project Inspector. The Contractor shall furnish the Project Inspector access to the Work for obtaining such information as may be necessary to keep the Project Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein. The Contractor shall provide, without adjustment of the Contract Price, for use by the Project Inspector, the District and Construction Manager the facilities, equipment, furnishings and services set forth in the Special Conditions. If the Contractor does not provide the facilities, furnishings, equipment and services set forth in the Special Conditions, or fails to pay timely any charges or fees arising out of the use of the same, the District may, as applicable, procure facilities, furnishings, equipment
and services required by the Contract Documents or pay outstanding charges. Contractor shall reimburse the District for all costs, including the District's administrative costs, incurred by the District pursuant to the preceding sentence; in lieu of the Contractor's reimbursement and at the sole and exclusive discretion of the District, such costs may be deducted by the District from any portion of the Contract Price or thereafter due the Contractor.

4.15 **Patents and Royalties.** The Contractor and the Surety shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work under the Contract Documents.

4.16 **Cutting and Patching.** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. When modifying new Work or when installing Work adjacent to an existing structure/facility, the Contractor shall match, as closely as conditions of the Site and materials will allow the finishes, textures and colors of the existing structure/facility and refinish elements of the existing structure/facility. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

4.17 **Encountering of Hazardous Materials.** In the event the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the Project Inspector and the Architect, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. In the event such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work is stopped and Substantial Completion of the Work is affected thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.

4.18 **Wage Rates; Employment of Labor.**

4.18.1 **Determination of Prevailing Rates.** Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§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 prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term “per diem wages” is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-
half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

4.18.2 Payment of Prevailing Rates. There shall be paid each worker of the Contractor, or any Subcontractor, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker.

4.18.3 Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit not more than Fifty Dollars ($50.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than ten dollars ($10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than twenty dollars ($20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than thirty dollars ($30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4.18.4 Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made
available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this Article 4.18.4, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars ($25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

4.18.5 Hours of Work.

4.18.5.1 Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

4.18.5.2 Penalty for Excess Hours. The Contractor shall pay to the District a penalty of Twenty-five Dollars ($25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

4.18.5.3 Contractor Responsibility. Any Work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays shall be
performed without adjustment to the Contract Price or any other additional expense to
the District. The Contractor shall be responsible for costs incurred by the District which
arise out of Work performed by the Contractor at times other than regular working
hours and regular working days. Upon determination of such costs, the District may
deduct such costs from the Contract Price then or thereafter due the Contractor.

4.18.6 Apprentices.

4.18.6.1 Employment of Apprentices. Any apprentices employed to perform any of the
Work shall be paid the standard wage paid to apprentices under the regulations of the
craft or trade for which such apprentice is employed, and such individual shall be
employed only for the work of the craft or trade to which such individual is registered.
Only apprentices, as defined in California Labor Code §3077 who are in training under
apprenticeship standards and written apprenticeship agreements under California
Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment
and training of each apprentice shall be in accordance with the provisions of the
apprenticeship standards and apprentice agreements under which such apprentice is
training.

4.18.6.2 Apprenticeship Certificate. When the Contractor or any Subcontractor, of any
tier, in performing any of the Work employs workers in any Apprenticeable Craft or
Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship
Committee administering the apprenticeship standards of the craft or trade in the area
of the site of the Work for a certificate approving the Contractor or such Subcontractor
under the apprenticeship standards for the employment and training of apprentices in
the area or industry affected, provided, however, that the approval as established by
the Joint Apprenticeship Committee or Committees shall be subject to the approval of
the Administrator of Apprenticeship. The Joint Apprenticeship Committee or
Committees, subsequent to approving the Contractor or Subcontractor, shall arrange
for the dispatch of apprentices to the Contractor or such Subcontractor in order to
comply with California Labor Code §1777.5. The Contractor and Subcontractors shall
submit contract award information to the applicable Joint Apprenticeship Committee
which shall include an estimate of journeyman hours to be performed under the
Contract, the number of apprentices to be employed, and the approximate dates the
apprentices will be employed. There shall be an affirmative duty upon the Joint
Apprenticeship Committee or Committees, administering the apprenticeship standards
of the crafts or trades in the area of the site of the Work, to ensure equal employment
and affirmative action and apprenticeship for women and minorities. Contractors or
Subcontractors shall not be required to submit individual applications for approval to
local Joint Apprenticeship Committees provided they are already covered by the local
apprenticeship standards.

4.18.6.3 Ratio of Apprentices to Journeymen. The ratio of Work performed by
apprentices to journeymen, who shall be employed in the Work, may be the ratio
stipulated in the apprenticeship standards under which the Joint Apprenticeship
Committee operates, but in no case shall the ratio be less than one hour of apprentice
work for each five hours of labor performed by a journeyman, except as otherwise
provided in California Labor Code §1777.5. The minimum ratio for the land surveyor
classification shall not be less than one apprentice for each five journeymen. Any ratio
shall apply during any day or portion of a day when any journeyman, or the higher
standard stipulated by the Joint Apprenticeship Committee, is employed at the site of
the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars ($30,000.00) or twenty (20) working days. The term “Apprenticeable Craft or Trade,” as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

4.18.6.4 Exemption From Ratios. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

4.18.6.5 Contributions to Trust Funds. The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust
fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

4.18.6.6 Contractor's Compliance. The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. In the event the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars ($50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

4.18.7 Employment of Independent Contractors. Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. In the event that Contractor shall employ any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article 4.18.7 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 15.1 of these General Conditions. The Contractor shall require any Subcontractor or Sub-Subcontractor performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

4.19 Assignment of Antitrust Claims. Pursuant to California Government Code §4551, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §§4550 et seq., the assignor thereof 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 Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.

4.20 Limitations Upon Site Activities. Except in the circumstances of an emergency, no construction activities shall be permitted at or about the Site except during the District’s hours and days set forth in the Special Conditions. Work performed outside of the hours and days noted in the Special Conditions will not result in adjustment of the Contract Time or the Contract Price; unless Work outside of the hours and days noted in the Special Conditions is expressly authorized by the District.

4.21 Labor Compliance Program (“LCP”). Pursuant to Labor Code §1771.7, the District has established a Labor Compliance Program. Unless otherwise expressly provided in the Contract Documents, the LCP is applicable to the entirety of the Work. A material obligation of the Contractor awarded the Contract is its strict compliance with all applicable provisions and requirements of the LCP and its strict enforcement of such provisions and requirements on its Subcontractors and others under the direction or control of the Contractor relating to the Work or the Project. A copy of the LCP is available for review and reproduction in the District’s administrative office.

4.21.1 Pre-Construction Conference. In addition to the matters included in the scope of the Pre-Construction, as set forth in Article 4.3.6.1 of the General Conditions, the Pre-Construction conference will include a discussion of the subject matters indicated in the Pre-Construction Conference portion of the LCP, including general requirements of the LCP, measures for compliance with, and enforcement of, LCP requirements, and penalties for failure to comply. The Contractor awarded the Contract and each Subcontractor identified by such Contractor in its Subcontractors List submitted with its Bid Proposal. The foregoing notwithstanding, if the District reasonably determines that individuals or entities in addition to the Contractor and its listed Subcontractor are necessary attendees at the Pre-Construction conference, the Contractor is responsible for measures necessary to secure the attendance of such other persons or entities at the Pre-Construction conference.

4.21.2 Maintenance and Weekly Submission of Certified Payroll Records. The Contractor and each of its Subcontractors shall maintain accurate, complete and current payroll records as required by the LCP. During the progress of the Work, until Final Payment is due, the Contractor and its Subcontractors shall maintain and submit Certified Payroll Records on a weekly basis. No later than the 5:00 P.M. on each Monday during the Work, the Contractor shall submit to the Construction Manager Certified Payroll Records for the Contractor and its Subcontractors for all persons providing or performing any Work in the immediately preceding week. The Certified Payroll Records maintained and submitted hereunder shall be in strict conformity with requirements established in the LCP. A material obligation of the Contractor under the Contract Documents is the Contractor’s and its Subcontractor’s strict compliance with requirements of the LCP relating to maintenance and submission of Certified Payroll Records. The Contractor’s submittal of weekly Certified Payroll Records in strict conformity with requirements of the LCP is an express condition precedent to the District’s obligation to disburse any Progress Payment to the Contractor and the Contractor’s entitlement to receipt of any Progress Payment.
4.21.3 **District Audit of Certified Payroll Records.** Pursuant to the LCP, the District shall, as appropriate or necessary conduct audits of Certified Payroll Records. If upon conducting such audits, the District determines that the Contractor or its Subcontractors have committed violations of the LCP, the Contractor and/or its Subcontractors shall be subject to all penalties, assessments and other remedies set forth in the LCP or by operation of law for such violations.

4.21.4 **Contractor’s Rights Upon Determination of Violation.** If upon audit of Certified Payroll Records, the District determines that the Contractor has violated, or failed to comply with, applicable provisions of the LCP, the Contractor shall be subject to the penalties, assessments and other remedies set forth in the LCP for the Contractor’s violation of, or failure to comply with, the LCP. To the extent applicable, the Contractor shall be entitled to contest or appeal such determination, as set forth in the LCP, provided that the Contractor strict complies with all applicable provisions of applicable law and the LCP relating to the initiation and completion of proceeding to contest or appeal a determination that the Contractor has committed a violation of, is has failed to comply with, the LCP.

4.21.5 **LCP Not Exclusive.** The LCP is not the exclusive source of Contractor’s obligations relating to the payment of prevailing wages and compliance with apprenticeship standards. A material obligation of the Contractor under the Contract Documents is the Contractor’s compliance with all applicable laws, codes, regulations, rules and orders relating to the employment of labor, working conditions, and payments to laborers for Work performed or provided by laborers.

4.22 **State Audit.** Pursuant to and in accordance with the provisions of Government Code §8546.7, or any amendments thereto, all books, records and files of the District, the Contractor, or any Subcontractor relating to the Work or the performance of work involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit by the State Auditor of the State of California, at the request of District or as part of any audit of District, for a period of three (3) years after Final Payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records and files for the audit period. Upon request of the District, the Contractor shall make all such books, records or files available for review, inspection and/or reproduction.

**ARTICLE 5: SUBCONTRACTORS**

5.1 **Subcontracts.** Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 6 of these General Conditions and the termination provisions of Article 15, and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the District, the Project Inspector, DSA, the Construction Manager and the Architect. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15.1 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract.
The Contractor shall provide to the District copies of all executed Subcontracts and Purchase Orders to which Contractor is a party within thirty (30) calendar days after Contractor's execution of the Agreement. During performance of the Work, the Contractor shall, from time to time, as and when requested by the District, the Architect or the Construction Manager provide the District with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor's default of a material term of the Contract Documents.

5.2 Substitution of Listed Subcontractor.

5.2.1 Substitution Process. Any request of the Contractor to substitute a listed Subcontractor will be considered only if such request is in strict conformity with this Article 5.2 and California Public Contract Code §4107. All costs incurred by the District, including without limitation, costs of the Project Inspector, the Architect, the Construction Manager or attorneys fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs may be deducted by the District from the Contract Price then or thereafter due the Contractor.

5.2.2 Responsibilities of Contractor Upon Substitution of Subcontractor. The District's consent to Contractor's substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any increase of the Contract Price or the Contract Time on account of such substitution. In the event of the District's consent to the substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor. In the event that the Architect determines that revised or additional Submittals are required of the newly substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than thirty (30) days following the date of the Architect's written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by the newly substituted Subcontractor in less than thirty (30) days, the Architect shall so state in its written notice to the Contractor. In the event that the revised or additional Submittals are not submitted by Contractor within thirty (30) days, or such earlier time as determined by the Architect pursuant to the preceding sentence, following the Architect's written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.2.2 shall conform with the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Construction Manager, Architect and/or any design consultant to the Architect or the District and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.2.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.2.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

5.3 Subcontractors' Work. Whenever the Work of a Subcontractor is dependent upon the Work of
the Contractor or another Subcontractor, the Contractor shall require the Subcontractor to: (a) coordinate its Work with the dependent Work; (b) provide necessary dependent data and requirements; (c) supply and/or install items to built into the dependent Work of others; (d) make appropriate provisions for dependent Work of others; (e) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications) and Submittals relating to the dependent Work; and (f) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor’s Work. If the dependent Work is not in a proper condition, the Subcontractor shall notify the Contractor in writing and not proceed with the Subcontractor’s Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor’s Work.

5.4 Subcontractors’ Compliance With LCP. As applicable, each Subcontractor performing Work shall comply with the LCP. A material obligation of the Contractor is its enforcement of Subcontractor obligations relating to the LCP; failure of the Contractor to strictly enforce such Subcontractor obligations is a material obligation of the Contractor under the Contract Documents.

ARTICLE 6: INSURANCE; INDEMNITY; BONDS

6.1 Workers’ Compensation Insurance; Employer’s Liability Insurance. The Contractor shall purchase and maintain Workers’ Compensation Insurance as will protect the Contractor from claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer’s Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions.

6.2 Commercial General Liability and Property Insurance. The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents; and (vi) Completed Operations.

6.3 Builder’s Risk “All-Risk” Insurance. The Contractor shall obtain Builders Risk insurance covering the full insurable value of the Work from risks of loss, damage or destruction of Work in progress or in place at the Site prior to Final Acceptance including without limitation coverage for losses resulting from the perils of fire, malicious mischief, vandalism, and collapse. The
Builder's Risk Insurance Policy shall include coverage for seismic risks if so indicated in the Special Conditions.

6.4 **Insurance Policy Requirements.** Each policy of insurance required by the Contract Documents shall confirm the following requirements.

6.4.1 **Minimum Coverage Amounts.** The insurance required of the Contractor hereunder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.

6.4.2 **Required Qualifications of Insurers.** The Contractor and Subcontractors' policies of Commercial General Liability and Property/Casualty insurance and the Contractor's Builders Risk insurance will be accepted by the District only if the insurer(s) are: (a) A.M. Best rated A- or better; (b) A.M. Best Financial Size Category VII or higher; and (c) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California. If at any time during performance of the Work, the insurer(s) issuing a policy of insurance covering Commercial General Liability, Property/Casualty or Builder Risk is/are not A.M. Best rated A- or better and is/are not A.M. Best Financial Size Category VII or higher, the Contractor or Subcontractor, as applicable shall within thirty (30) days of the District's written notice of the insufficiency of an insurer to the Contractor, obtain insurance coverage(s) from alternative insurer(s) who is/are then A.M. Best rated A- or better and who is/are A.M. Best Financial Size Category VII or higher. If the Contractor fails to deliver Certificate(s) of Insurance from an alternative insurer(s) meeting or exceeding the A.M. Best rating and A.M. Best Financial Size Category set forth above, within thirty (30) days of the date of the District's issuance of a written notice pursuant to the preceding sentence, in addition to any other right or remedy of the District under the Contract Documents or arising by operation of law, the District may withhold disbursement of any Progress Payment otherwise due hereunder until the Contractor has delivered such Certificate(s) of Insurance from an alternative insurer(s).

6.5 **Evidence of Insurance; Subcontractor's Insurance.**

6.5.1 **Certificates of Insurance.** Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The insurance policies required of Contractor hereunder shall also name the District, the Architect and the Construction Manager as additional insureds as their interests may appear. Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from
any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

6.5.2 Subcontractors' Insurance. Contractor shall require that every Subcontractor, of any tier, performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in Articles 6.1 and 6.2 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform with the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

6.6 Maintenance of Insurance. Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

6.7 Contractor's Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor's Builder's Risk Insurance or the Comprehensive General Liability Insurance of the Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

6.8 Indemnity. Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District or the Architect, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District and its Board of Trustees, officers,
employees, agents and representatives (including the Project Inspector); (ii) the Architect and its consultants for the Work and their respective agents and employees; and (iii) the Construction Manager and its agents and employees. The Contractor's obligations hereunder includes indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorneys fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor, any Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) Stop Notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. The obligations of the Contractor, as set forth in (v) above shall include, without limitation losses, costs, expenses, damages and other claims asserted by any other Contractor to the District in connection with the Work or in connection with a work of improvement related to or affected by the Work. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are subject to, or bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

6.9 Payment Bond; Performance Bond. Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. Unless otherwise stated in the Special Conditions, the amounts of the Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.9 may be deemed by the District as a default by the Contractor of a material obligation hereunder. Upon request of the Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be: (i) an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120; (ii) A.M. Best rated A- or better; and (iii) A.M. Best Financial Size Category VII or better. The Contractor's delivery of Bonds issued by a Surety who does not meet or exceed each of the criteria set forth above will be rejected.

ARTICLE 7: CONTRACT TIME
7.1 **Substantial Completion of the Work Within Contract Time.** Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the District pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Substantial Completion is the date certified by the Architect and the Project Inspector as such in accordance with the Contract Documents.

7.2 **Progress and Completion of the Work.**

7.2.1 **Time of Essence.** Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time.

7.2.2 **Substantial Completion.** Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Architect, the Construction Manager and the Project Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the Project Inspector, the Construction Manager and the Architect shall be controlling and final.

7.2.3 **Correction or Completion of the Work After Substantial Completion.**

7.2.3.1 **Punchlist.** Upon achieving Substantial Completion of the Work, the District, The Project Inspector, the Construction Manager, the Architect and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor ("the Punchlist"). The exclusion of, or failure to include, any item on the Punchlist shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents.

7.2.3.2 **Time for Completing Punchlist Items.** In addition to setting forth items for correction or completion pursuant to Article 7.2.3.1, the Construction Manager, if any, Contractor and Architect shall, after the joint inspection, establish a reasonable time for Contractors’ completion of all Punchlist items. If mutual agreement is not reached for the Contractor’s completion of Punchlist items, the Architect shall determine such time, and in such event, the time determined by the Architect shall be final and binding upon the District and Contractor so long as the Architect's determination is made in good faith. The Contractor shall promptly and diligently proceed to complete all Punchlist items within the time established. In the event that the Contractor shall fail or refuse, for any reason, to complete all Punchlist items within the time established, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.4 hereof. The foregoing notwithstanding, if the Contractor fails or refuses to complete all Punchlist items, the District may in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of all remaining Punchlist items provided, however that such election by the District is in addition to and not in lieu of
any other right or remedy of the District under the Contract Documents or at law. If the District elects to complete Punchlist items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the District in connection herewith and the District may deduct such costs from the Contract Price then or thereafter due the Contractor, if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to District for any such excess costs.

7.2.4 Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, the performance of all correction or completion items noted upon Substantial Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the Architect and the Project Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the Project Inspector and the Architect shall be controlling and final.

7.2.5 Contractor Responsibility for Multiple Inspections. In the event the Contractor shall request determination of Substantial Completion or Final Completion by the Project Inspector and the Architect and it is determined by the Project Inspector and the Architect that the Work does not then justify certification of Substantial Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect and the salary of the Project Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

7.2.6 Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Trustees; such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Trustees after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents shall be deemed to be the date upon which the District's Board of Trustees approves of the Final Acceptance of the Work.

7.3 Construction Schedule.

7.3.1 General Construction Schedule Requirements. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall: (i) be prepared utilizing the then most recent edition of Primavera Suretrak Project Manager or Primavera Project Planner; (ii) indicate the date(s) for commencement and completion of various portions of the Work including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower and other resources required for completion of each Construction Schedule activity; (iv) indicate costs for completion of each Construction Schedule activity; (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor; (vi) no Site activity shall reflect a duration of less than one (1) or more than fifteen (15) working days; (vii) no more than twenty five percent (25%) of the total number of activities shown on any Construction Schedule shall be critical path activities or near critical path activities; “near critical path” is defined as float less than ten (10) working days; (viii) indicate major milestones, including without limitation, development of Punchlists and completion of Punchlists, equipment start-up and testing, close-out activities; and (ix) shall incorporate an activity code structure sufficient to allow future sorting/grouping by responsibility, Site area/location, CSI divisions.
and Milestones. Failure by the Contractor to include any element of the Work required by the Contract Documents or completion of the Work shall not excuse the Contractor from completing all work required within the Contract Time, notwithstanding District’s, Construction Manager’s and Architect’s acceptance of any Construction Schedule prepared by the Contractor.

7.3.2 Submittal of Preliminary Construction Schedule. Within fifteen (15) days following execution of the Agreement, the Contractor shall prepare and submit to the District, the Construction Manager and the Architect a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. Failure of the Contractor to submit the Preliminary Construction Schedule within said fifteen (15) days will result in assessment of Liquidated Damages as set forth in the Special Conditions for each calendar day beyond such fifteen (15) day period, until the Preliminary Construction Schedule is submitted by the Contractor. The purpose of the Preliminary Construction Schedule is to ensure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. The Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor's Preliminary Construction Schedule. If the Construction Schedules required under this Article 7.3 incorporate therein any “float” time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. As used herein, “float time” shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

7.3.3 Review of Preliminary Construction Schedule. The District, the Construction Manager and the Architect shall review the Preliminary Construction Schedule submitted by the Contractor pursuant to Article 7.3.1 above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Construction Schedule, the Preliminary Construction Schedule will be returned to the Contractor with comments to the form or content thereof. Review of the Preliminary Progress Schedule and any comments thereto by the District, the Construction Manager and/or the Architect shall not be deemed to be the assumption of construction means, methods or sequences by the District, the Construction Manager or the Architect, all of which remain the Contractor's obligations under the Contract Documents.

7.3.4 Preparation and Submittal of Contract Construction Schedule. Within fifteen (15) days of the District's return of the Preliminary Construction Schedule to the Contractor pursuant to Article 7.3.2 above, the Contractor shall prepare and submit to the District, Architect and the Construction Manager the Construction Schedule which incorporates therein the comments to the Preliminary Construction Schedule. Upon the Contractor's submittal of such Construction Schedule, the District, the Construction Manager and the Architect shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the District will accept such Construction Schedule or will return the same to the Contractor with comments to the form or content. In the event there are comments to the form or content thereof, the Contractor, shall within seven (7) days of receipt of such
comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District's acceptance of the form and content of a Construction Schedule, the same shall be deemed the “Accepted Construction Schedule.” The District's acceptance of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Accepted Construction Schedule, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Further, the Accepted Construction Schedule shall not operate to limit or restrict any of Contractor's obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Accepted Construction Schedule shall not be modified or revised by the Contractor without the prior consent, or direction, of the District, Construction Manager and the Architect. Updates to the Accepted Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Accepted Construction Schedule. In the event that the Accepted Construction Schedule shall depict completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Accepted Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may depicted in the Accepted Construction Schedule.

7.3.5 Revisions to Accepted Construction Schedule. In the event that the progress of the Work or the sequencing of the activities of the Work shall materially differ from that indicated in the Accepted Construction Schedule, as determined by the District in its reasonable discretion and judgment, the District may direct the Contractor to revise the Accepted Construction Schedule; within fifteen (15) days of the District's direction, the Contractor shall prepare and submit to the District, Architect and the Construction Manager a revised Accepted Construction Schedule, for review and approval by the District. The Contractor may request consent of the District to revise the Accepted Construction Schedule. Any such request shall be considered by the District only if in writing setting forth the Contractor's proposed revision(s) to the Accepted Construction Schedule and the reason(s) therefor. The District may consent to, or deny, any such request of the Contractor to revise the Accepted Construction Schedule in its reasonable discretion.

7.3.6 Updates to Accepted Construction Schedule.

7.3.6.1 Updated Construction Schedule Requirements. The Contractor shall monitor and update the Accepted Construction Schedule on a monthly basis, or more frequently as required by the conditions or progress of the Work, or as may be requested by the District. The Contractor shall provide the District, the Construction Manager and the Architect with Updated Accepted Construction Schedules indicating progress achieved and activities commenced or completed within the prior Updated Accepted Construction Schedule. Updates to the Accepted Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Accepted Construction Schedule. Any such
revisions to the Accepted Construction Schedule shall result in the District's rejection of such update and Contractor shall, within seven (7) days of the District's rejection of such update, submit to the Architect and the Construction Manager an Updated Accepted Construction Schedule which does not incorporate any such revisions. The Contractor shall also submit, with its updates to the Accepted Construction Schedule a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. If the progress of the Work is behind the Accepted Construction Schedule, the Contractor shall indicate what measures will be taken to place the Work back on schedule. The District may, from time to time, and in the District's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the Accepted Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.

7.3.6.2 Monthly Submission of Updated Construction Schedules. Concurrently with its submission of its Applications for Progress Payments, the Contractor shall submit the Updated Construction Schedule for the immediately preceding month. Each submission of a monthly Updated Construction Schedule shall consist of: (i) one (1) reproducible copy; (ii) three (3) color copies; and (iii) manipulable electronic file (Primavera format) stored on CD or DVD. If a narrative report accompanies any monthly Updated Construction Schedule, the Contractor shall submit four (4) copies of such narratives.

7.3.7 Contractor Responsibility for Construction Schedule. The Contractor shall be responsible for the preparation, submittal and maintenance of the Construction Schedules required by the Contract Documents, and any failure of the Contractor to do so may be deemed by the District as the Contractor's default in the performance of a material obligation of the Contractor under Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, revise, maintain or update the Construction Schedules shall be solely that of the Contractor and no such cost or expense shall be charged to the District. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, and maintenance or updating of the Construction Schedules.

7.3.8 Three (3) Week Look-Ahead Schedule; One (1) Week As Built Schedule. A combined three (3) week Look-Ahead Schedule for the three (3) week period immediately following each weekly Progress Meeting with a one (1) week As-Built Schedule for the previous week shall be prepared by the Contractor and submitted by the Contractor to the Construction Manager for review and approval at each weekly Progress Meeting. The Contractor's preparation and submittal of the Three (3) Week Look-Ahead Schedule; One (1) Week As-Built Schedule described above are material obligations of the Contractor; failure or refusal of the Contractor to strictly comply with the foregoing shall be a basis for the District's exercise of the default termination procedures set forth in the Contract Documents.

7.3.9 Construction Schedules; Conditions Precedent To Progress Payment Disbursements. In addition to, and not in lieu of conditions precedent set forth elsewhere in the Contract Documents relating to the District's disbursement of Progress Payments, the Contractor's preparation and submission of the Preliminary Construction Schedule, Construction Schedule Updates and the Three (3) Week Look-Ahead Schedule; One (1)
Week As-Built Schedule in accordance with the Contract Documents requirements are conditions precedent to the District’s obligation to disburse any Progress Payment to the Contractor.

7.3.10 Contractor Schedule Compliance Obligations. If in the sole reasonable judgment of the District: (i) the Contractor’s progress of Work is materially behind that indicated in the then current Construction Schedule or (ii) the Contractor’s progress of Work will not result in the Contractor’s achievement of Substantial Completion within the Contract Time or the Contractor’s completion of Milestones/Phases of the Work as required by the Contract Documents, the Contractor shall take the action(s) described herein, as directed or authorized by the District. Unless the actions of the District, Construction Manager, Architect or Project Inspector are the sole causative factors resulting in delayed progress of the Work or the inability to achieve Substantial Completion within the Contract Time, the Contractor’s actions hereunder shall not result in adjustment of the Contract Time or the Contract Price. Actions to be directed or authorized by the District include, without limitation, the Contractor’s (i) increase of labor resources (whether on-Site or off-Site); (ii) increase the number of working hours per shift, increase the number of shifts per working day, increase the number of working days and/or increase Construction Equipment at the Site; and/or (iii) re-sequence Work activities to achieve maximum concurrent performance and completion of multiple Work activities.

7.4 Adjustment of Contract Time. If Substantial Completion is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 7.4.

7.4.1 Excusable Delays. If Substantial Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the Architect; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, unanticipated unusually severe weather conditions or DSA directive to stop the Work. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor’s notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor’s request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor’s request to adjust the Contract Time directly and adversely impacted the critical path of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Special Conditions set forth a number of “Rain Days” to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during
performance of the Work shall exceed those noted in the Special Conditions and such additional Rain Days shall have directly and adversely impacted the critical path of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days.

7.4.2 Compensable Delays. If Substantial Completion of the Work is delayed and such delay is caused by the acts or omissions of the District, the Architect, the Inspector of Record, or separate contractor employed by the District (collectively "Compensable Delays"), upon Contractor’s request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the Architect and the District. In accordance with California Public Contract Code §7102, if the Contractor’s progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor’s damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

7.4.3 Unexcusable Delays. Unexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcusable Delays.

7.4.4 Adjustment of Contract Time.

7.4.4.1 Procedure for Adjustment of Contract Time. The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor’s waiver of the same.

7.4.4.1.1 Contractor Notice of Adjustment of Contract Time. The Contract Time shall be subject to adjustment only if the Contractor provides notice of an adjustment of the Contract Time and all supporting substantiation and documentation of the basis and extent of the requested Contract Time adjustment in strict conformity to Article 9.6 of these General Conditions.

7.4.4.1.2 Time Impact Evaluation. The supporting substantiation and documentation of the basis and extent of Contract Time adjustments required by the provisions of Article 9.6 shall include, without limitation, a complete Time Impact Evaluation ("TIE") of the factors justifying an adjustment of the Contract Time and the extent of such adjustment of the Contract Time.
7.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. In addition to the foregoing limitations upon extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule.

7.5 Liquidated Damages. Should the Contractor neglect, fail or refuse to: (i) submit the Preliminary Construction Schedule within the time set forth in the Contract Documents; (ii) submit Submittals in accordance with Submittal Schedule incorporated into the Accepted Construction Schedule; (iii) achieve Substantial Completion of the Work within the Contract Time, (subject to adjustments authorized under the Contract Documents); or (iv) to complete Punchlist items within the time established pursuant to the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of the Contractor's delayed submission of the Preliminary Construction Schedule, delayed submission of Submittals, delayed Substantial Completion or delayed completion of Punchlist items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted by the District from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to complete Punchlist items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

7.6 District Right to Take-Over Work. Unless caused by the District, Architect, Construction Manager or the Project Inspector, if the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment or services to maintain progress of the Work in accordance with the then current Construction Schedule after twenty-four (24) hours advance written notice from the Construction Manager to the Contractor of its failure or refusal, the District may thereafter furnish or cause to be furnish such materials, labor, equipment or
services necessary to maintain progress of the Work in accordance with the then current Construction Schedule. All costs, expenses or other charges (whether direct, indirect and administrative) incurred by the District in furnishing such materials, labor, equipment or services shall be at the sole cost of the Contractor and the District may deduct the same from the Contract Price then or thereafter due the Contractor. The District’s exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents.

ARTICLE 8: CONTRACT PRICE

8.1 Contract Price. The Contract Price is the amount stated in the Agreement as such, and subject to any authorized adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

8.2 Cost Breakdown. Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, on forms provided by the District, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown shall be subject to review and approval by the Construction Manager, Architect and District of the form and content thereof. In the event that the District shall reasonably object to any portion of the Cost Breakdown, within ten (10) days of the District's receipt of the Cost Breakdown, the District shall notify the Contractor, in writing of the District's objection(s) to the Cost Breakdown. Within five (5) days of the date of the District's written objection(s), Contractor shall submit a revised Cost Breakdown to the District, Architect and the Construction Manager for review and acceptance. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District, Architect and the Construction Manager have approved of the entirety of the Cost Breakdown. Once the Cost Breakdown is accepted by the District, Architect and the Construction Manager, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, Architect and the Construction Manager, which may be granted or withheld in their sole reasonable discretion.

8.3 Progress Payments.

8.3.1 Applications for Progress Payments. During the Contractor's performance of the Work, the Contractor shall submit monthly, on the first working day of each month, to the Project Inspector, Construction Manager and the Architect, Applications for Progress Payments, on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the District's making of Progress Payments thereon. Values utilized in the Applications for Progress Payments shall be based upon the District accepted Cost Breakdown pursuant to Article 8.2 above and such values shall be only for determining the basis of Progress Payments to Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.

8.3.2 Initial Progress Payment Meeting. Prior to submitting any Application for Progress Payment and for the purpose of expediting review of Application for Progress Payments and disbursement of Progress Payments, Contractor agrees to meet with the Project Inspector, Construction Manager and Architect to review and discuss each of the Contractor's Proposed Applications for Progress Payment. If any item submitted for payment is disputed during this review, Contractor agrees to use its best efforts to resolve the disputed items with
Project Inspector, Construction Manager and Architect before formally submitting the Application for Progress Payment. The Architect, the Construction Manager and District specifically reserve the right to dispute any item included in Contractor’s Application for Progress Payment, regardless of whether such item was identified as disputed in the initial review process provided for herein.

8.3.3 District’s Review of Applications for Progress Payments. In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the District shall cause the same to be reviewed by the Project Inspector, the Construction Manager, if one is designated by the District, and the Architect, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed “proper” only if it is submitted on the form approved by the District, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Contractor and such completed Application for Progress Payment is accompanied by: (i) a Certification, executed under penalty of perjury by the Contractor’s Superintendent and/or Construction Manager, that all weekly Certified Payroll Records for the Contractor and all Subcontractors required to submit weekly Certified Payroll Records under the LCP for the period of time covered by the Application for Progress Payment have been completed and submitted in strict conformity with the LCP; (ii) Certified Payrolls of the any Subcontractors, of any tier, (who are not required under the LCP to submit Certified Payroll Records on weekly basis) for laborers performing any portion of the Work for which a Progress Payment is requested; (iii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested; (iv) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; (v) an updated Construction Schedule in accordance with Article 7.3.5 of the General Conditions and applicable provisions of the Specifications relating to the Contractor’s updates to the Construction Schedule; (vi) for the first (1st) Application for Progress Payment, a certification that the Preliminary Construction Schedule conforming to requirements of the Contract Documents has been prepared and submitted by the Contractor; for subsequent Applications for Progress Payment a certification by the Contractor that it has continuously maintained, or caused to maintained, the Record Drawings reflecting the actual as-built conditions of the Work performed be for which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Architect, Project Inspector or the Construction Manager prior to disbursement of the Progress Payment; and (vii) completed/executed form of Debris Recycling Statement. In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District’s receipt thereof. The District’s return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

8.3.4 Review of Applications for Progress Payments. Upon receipt of an Application for Progress Payment, the Architect, Construction Manager and the Project Inspector shall
inspect and verify the Work to determine whether it has been performed in accordance with the terms of the Contract Documents and to determine the portion of the Application for Progress Payment which is properly due to the Contractor under the terms of the Contract Documents.

8.3.5 District's Disbursement of Progress Payments

8.3.5.1 Timely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, within thirty (30) days after the District's receipt of a proper Application for Progress Payment, there shall be paid, by District, to Contractor a sum equal to ninety percent (90%) of the value of the Work indicated in the Application for Progress Payment which is actually in place as of the date of the Application for Progress Payment and as verified and approved by the Project Inspector and the Architect and the pro rata portion of the Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the District's obligation to disburse any Progress Payment shall be subject to the District's receipt of all documents set forth in Article 8.3.3 above, each and all of which are conditions precedent to the District's obligation to disburse Progress Payments. If an Application for Progress Payment is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Application for Progress Payment, as required by Article 8.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress Payment shall be deemed to commence on the date that the District is actually in receipt of documents not submitted with the Application for Progress Payment, or corrections to documents with the Application for Progress Payment so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

8.3.5.1.1 Prompt Payment Discount. 2/10 net 30. The District's timely disbursement of a Progress Payment shall receive a 2% discount if payment is within ten (10) days of receipt of a complete and accurate Progress Payment Application. The Contractor must adopt this payment discount at the time of contract execution and shall remain in effect for the entire contract period.

8.3.5.2 Untimely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, in the event that the District shall determine that any Application for Progress Payment is not proper, pursuant to Article 8.3.3 above, and the District does not return such Application for Progress Payment within the seven (7) day period provided for in Article 8.3.3, the period of time for the District's disbursement of the Progress Payment on such Application for Progress Payment without incurring the interest liability shall be reduced by the number of days exceeding the seven (7) day return period.
8.3.5.3 District's Right to Disburse Progress Payments by Joint Checks. Provided that the District is in receipt of the applicable Subcontract or Purchase Order, the District, may in its sole discretion, issue joint checks to the Contractor and such Subcontractor or Material Supplier in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.

8.3.5.4 No Waiver of Defective or Non-Conforming Work. The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents.

8.3.6 Progress Payments for Changed Work. The Contractor's Applications for Progress Payment may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the Project Inspector, the Architect and all other governmental agencies with jurisdiction over such Change in accordance with the terms of the Contract Documents and for which a Change Order has been issued. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.

8.3.7 Materials or Equipment Not Incorporated Into the Work.

8.3.7.1 Limitations Upon Payment. Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Contractor's submittal of an Application for Progress Payment, has/have not been incorporated into and made a part of the Work.

8.3.7.2 Materials or Equipment Delivered and Stored at the Site. The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor's submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment if all of the following are complied with: (i) the materials or equipment have been delivered to the Site; (ii) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage if such coverage is not afforded under the policy of Builder's Risk insurance obtained by the District pursuant to the Contract Documents; and (iii) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (ii) and (iii) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.
8.3.7.3 Materials or Equipment Not Delivered or Stored at the Site. No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site. The foregoing notwithstanding, the District may, in its sole and exclusive discretion, elect to make payment for materials or equipment not incorporated into the Work and which are not delivered or stored at the Site at or prior to the time of the Contractor's submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment provided that each and all of the following have been complied with: (i) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment which include without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage if coverage for the same is not afforded under the policy of Builder's Risk insurance obtained by the District pursuant to the Contract Documents; and (ii) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for such materials or equipment pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for such materials or equipment shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment not at the Site, the costs and expenses incurred to comply with the requirements of (i) and (ii) of this Article 8.3.7.3 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.7.4 Materials or Equipment in Fabrication or Transit. The provisions of this Article 8.3.7 notwithstanding, the District shall not make any payment on account of any materials or equipment which is in the process of being fabricated or which are in transit to the Site of or other storage location.

8.3.8 Exclusions From Progress Payments. In addition to the District's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Application for Progress Payment shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor, of any tier, or Material Supplier because of a dispute or any other reason.

8.3.9 Title to Work. The Contractor warrants that title to all Work covered by an Application for Progress Payment will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Progress Payment, all Work for which a Progress Payment has been previously issued and the Contractor has received payment from the District therefor shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.3.10 Substitute Security for Retention. In accordance with the provisions of California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor's performance under the Contract.
8.4 Final Payment.

8.4.1 Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect and the Project Inspector will promptly make a final inspection of the Work and when the Architect and the Project Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the Architect and the Project Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

8.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §3262, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; and (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

8.4.3 Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District’s
obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

8.4.4 Waiver of Claims. The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor's performance of the Contract.

8.4.5 Claims Asserted After Final Payment. Any lien, stop notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor who further agrees to indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys fees incurred by the District in connection therewith. In the event any lien, stop notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop notice or other claim, including, without limitation all costs and reasonable attorneys fees incurred by District in connection therewith.

8.5 Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §3179 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents; (viii) violations of the LCP or other obligations of the Contractor or any Subcontractor relating to the employment of labor in connection with the Work (including without limitation, delinquent submission of weekly Certified Payroll Records or the submission of inadequate weekly Certified Payroll Records; or (ix) the Contractor's failure to perform any of its obligations under the Contract Documents or its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the Project Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld. In lieu of
making payment of withheld amounts to the Contractor, the District may, in its sole exclusive discretion, apply withheld amounts to the payment and satisfactions of debts and obligations of the Contractor relating to the Work. In doing, the District shall be an agent of the Contractor for the sole and limited purpose of making payment(s) to others for the Work on behalf of the Contractor; payments made by the District pursuant to the foregoing shall be deemed payments to the Contractor and the Contract Price shall be adjusted to reflect such payment(s). The District shall not be liable to the Contractor or others for its good faith decision to make or not make payment(s) of amounts withheld from the Contractor pursuant to the foregoing. If the District elects to make payments to other of amounts withheld from the Contractor, the District may do so without prior judicial determination; the District will render the Contractor a complete and accurate accounting of amounts withheld and paid to others on behalf of the Contractor.

8.6 Payments to Subcontractors. The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. In the event of the Contractor's failure to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to “the director” shall be deemed to refer to the District. The Contractor shall timely make payment of retention due Subcontractors in accordance with Public Contract Code §7107.

ARTICLE 9: CHANGES

9.1 Changes in the Work. The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions; require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Change to the Work subject to the District's written authorization issued pursuant to the preceding sentence; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change subject to the District's written authorization by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

9.2 Oral Order of Change in the Work. Any oral order, direction, instruction, interpretation, or determination from the District, the Project Inspector or the Architect which in the opinion of the Contractor causes any change to the scope of the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor
gives the Architect and the Project Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination shall be deemed Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

9.3 Contractor Submittal of Data. Within ten (10) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the Architect, the Project Inspector, the Construction Manager and the District a detailed written statement setting forth the general nature of the Change, the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

9.4 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

9.4.1 Adjustment to Contract Price. Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

9.4.1.1 Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District or the Architect, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor's estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the District, the Project Inspector and the Architect to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the District or the Architect for such estimate.

9.4.1.2 Determination by the District. By the District, whether or not negotiations are initiated pursuant to Article 9.4.1.1 above based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's
records. In the event that the procedure set forth in this Article 9.4.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District, the Architect and the Project Inspector, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District, the Architect and the Project Inspector of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.4.1.2, Contractor shall, pursuant to Article 9.7 below, diligently proceed to perform and complete any such Change.

9.4.1.3 Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.4.1.1 or 9.4.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

9.4.1.3.1 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the costs of the Change, coordination and assembly of materials and information relating to the Change or performance thereof, or the supervision and other overhead and general conditions costs associated with the Change or performance thereof.

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

9.4.1.3.3 Construction Equipment. Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of $500.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

9.4.1.3.4 Mark-up on Costs of Changes to the Work. In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions, regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work. If a Change to the Work reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions for mark-ups on the cost of a Change adding to the scope of the Work.

9.4.1.3.5 Contractor Maintenance of Records. In the event that Contractor shall be
directed to perform any Changes to the Work pursuant to Article 9.1 or 9.2, or should the Contractor encounter conditions which the Contractor, pursuant to Article 9.6, believes would obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursuant to this Article, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

9.4.2 Adjustment to Contract Time. In the event of any Change(s) to the Work pursuant to this Article 9, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. In the event that any Change shall require an extension of the Contract Time, the Contractor shall not be subject to Liquidated Damages for such period of time. If completion of the Work is delayed by causes for which the District is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the Contractor and the District at the time of execution of the Agreement, the Contractor shall not be precluded from the recovery of damages arising therefrom.

9.4.3 Addition or Deletion of Alternate Bid Item(s). If the Bid for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor's Bid. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to
the foregoing, the Contract Time shall be equitably adjusted.

9.5 **Change Orders.** If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.5, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Trustees to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order. Change Orders shall be issued on the form of Change Order and the content thereof, as attached to the Special Conditions.

9.6 **Contractor Notice of Changes.** If the Contractor should claim that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the District, Construction Manager, Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the District, in writing, such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the District, Construction Manager, Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted
with the Contractor's written notice under this Article 9.6, any such adjustment shall be determined in accordance with the provisions of Articles 9.4.1 and 9.4.2.

9.7  **Disputed Changes.** In the event of any dispute or disagreement between the Contractor and the District or the Architect regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.

9.8  **Emergencies.** In an emergency affecting the safety of life, or of the Work, or of property, the Contractor, without special instruction or prior authorization from the District or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 9.

9.9  **Minor Changes in the Work.** The Architect may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the District and the Contractor. The Construction Manager or the Project Inspector may direct the Contractor to perform Changes provided that each such Change does not result in an increase of more than $500.00 to the Contract Price and no adjustment of the Contract Time. The Contractor shall carry out such orders promptly.

9.10 **Unauthorized Changes.** Any Work beyond the extent of Work shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Architect, the Construction Manager and the Project Inspector in the manner and within the time set forth in Articles 9.2 or 9.6 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

**ARTICLE 10: SEPARATE CONTRACTORS**

10.1 **District's Right to Award Separate Contracts.** The District reserves the right to perform construction or operations related to the Project with the District's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved because of such action by the District, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.

10.2 **District's Coordination of Separate Contractors.** The District shall provide for coordination of the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate
contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the District until subsequently revised.

10.3 Mutual Responsibility. The Contractor shall afford the District and separate contractors’ reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the Contractor’s Work, construction and operations with theirs as required by the Contract Documents.

10.4 Discrepancies or Defects. If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the District or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Project Inspector any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the District’s or separate contractors’ completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then discoverable by the Contractor’s reasonable diligence.

ARTICLE 11: TESTS AND INSPECTIONS

11.1 Tests; Inspections; Observations.

11.1.1 Contractor’s Notice. If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the Construction Manager and the Project Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the Project Inspector and the Construction Manager not less than two (2) working days prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

11.1.2 Cost of Tests and Inspections. Except as set forth below, the District will pay for fees, costs and expenses to complete the initial tests/inspections of portions of the Work as required by law, code or regulation, provided that such tests/inspections are conducted and completed at a location within a one hundred (100) mile radius of the Site. The foregoing notwithstanding, if the portion(s) of the Work subject to tests/inspections is/are not ready for such test/inspection at the time indicated in the Contractor’s notice under Article 11.1.1 or if upon completion of such test/inspection, the portion(s) of the Work subject to such test/inspection do not meet or exceed the minimum requirements of such test/inspection, the Contractor shall be solely responsible for the payment of all fees, costs or expenses arising out of or related in any manner to subsequent tests/inspections of such portion(s) of the
Work. Notwithstanding the District’s payment of fees, costs or expenses for conducting initial tests/inspections, if any actions or failures to act of the Contractor or person or entity providing or performing Work under the direction or control of the Contractor require tests/inspections to be conducted over a period of more than eight (8) hours per day by any single person or on weekends/holidays, the Contractor shall be solely responsible for the payment of fees, costs or expenses which result from test/inspection services which exceed eight (8) hours per day by any single person or on weekends/holidays. If any tests/inspections are conducted outside a one hundred (100) mile radius of the Site, the Contractor shall be solely responsible for all costs, fees or expenses to conduct and complete such tests/inspections conducted at such location, including without limitation, costs to complete such tests/inspections and travel, meal and related expenses.

11.1.3 Testing/Inspection Laboratory. The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. Tests and inspections required of the Work shall be as set forth in the Contract Documents and as required by applicable law, rule or regulation, including without limitation, Title 24 of the California Code of Regulations. Test/inspection standards shall be as set forth in the Contract Documents or established by applicable law, rule or regulation. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the Project Inspector, the Construction Manager or the Architect and not by the Contractor.

11.1.4 Additional Tests, Inspections and Approvals. If the Architect, the Construction Manager, the Project Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the Architect will, upon written authorization from the District, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District, and the Contractor shall give timely notice to the Architect, the Construction Manager and the Project Inspector of when and where tests and inspections are to be made so the Project Inspector and the Architect may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the Architect’s services or its consultants in connection therewith.

11.2 Delivery of Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager.

11.3 Timeliness of Tests, Inspections and Approvals. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work. Neither the Contract Time nor Contract Price shall be adjusted on account of the failure of the Contractor to timely arrange for the conduct of required tests/inspections and the Contractor shall be liable to the District for all consequences of such failures, including without limitation, the assessment of Liquidated Damages for delayed Substantial Completion of the Work resulting from such failure of the Contractor.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK
12.1 Inspection of the Work.

12.1.1 Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District, the Construction Manager, the Architect and the Project Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the Construction Manager, the Architect, the Project Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

12.1.2 Limitations Upon Inspections. Inspections, tests, measurements, or other acts of the Architect, the Construction Manager and the Project Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform with the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the Project Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

12.2 Uncovering of Work. If any portion of the Work is covered contrary to the request of the Architect, the Construction Manager, the Project Inspector or the requirements of the Contract Documents, it must, if required by the Architect or the Project Inspector, be uncovered for observation by the Architect, Construction Manager and the Project Inspector and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.

12.3 Rejection of Work. Prior to the District's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which is defective or not in conformity with the Contract Documents may be rejected by the District, the Construction Manager the Architect or the Project Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the Project Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

12.4 Correction of Work. The Contractor shall promptly correct any portion of the Work rejected by the District, the Construction Manager, the Architect or the Project Inspector for failing to conform to the requirements of the Contract Documents, or which is determined by them to be defective, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective. If the Contractor fails or refuses to correct Work deemed defective or non-conforming pursuant to the foregoing, such failure or refusal shall be deemed the Contractor's default in performance of a material obligation of the Contractor hereunder. In such event, the Contractor's Performance Bond Surety shall be liable for the costs to correct such defective or non-conforming Work and/or securing the performance of an alternative contractor to complete such corrective Work.
12.5 **Removal of Non-Conforming or Defective Work.** The Contractor shall, at its sole cost and expense, remove from the Site all portions of the Work which are defective or are not in accordance with the requirements of the Contract Documents which are neither corrected by the Contractor nor accepted by the District.

12.6 **Failure of Contractor to Correct Work.** If the Contractor fails to commence to correct defective or non-conforming Work within 3 days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not proceed with correction of such defective or non-conforming Work within the time fixed herein, the District may remove it and store the salvable materials or equipment at the Contractor’s expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Architect’s services, attorneys fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall promptly pay the difference to the District.

12.7 **Acceptance of Defective or Non-Conforming Work.** The District may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

**ARTICLE 13: WARRANTIES**

13.1 **Workmanship and Materials.** The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents shall be new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work shall be of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the Architect or the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.

13.2 **Warranty Work.** If, within one year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to
Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

13.3 Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

13.4 Survival of Warranties. The provisions of this Article 13 shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

ARTICLE 14: SUSPENSION OF WORK

14.1 District's Right to Suspend Work. The District may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

14.2 Adjustments to Contract Price and Contract Time. In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

ARTICLE 15: TERMINATION

15.1 Termination for Cause.
15.1.1 District's Right to Terminate. The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will insure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 10 days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards laws, ordinances, rules, codes, regulations, orders applicable to the Work or similar requirements of any public entity having jurisdiction over the Work; (vi) if the Contractor disregards proper directives of the Architect, the Project Inspector or District under the Contract Documents; (vii) if the Contractor performs Work which deviates from the Contract Documents and neglects or refuses to correct such Work; or (viii) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or at law.

15.1.2 District's Rights Upon Termination. In the event that the Contract is terminated pursuant to this Article 15.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The District may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the site of the Work or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest figure for completion of the Work. In the event that the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

15.1.3 Completion by the Surety. In the event that the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above.
15.1.4 Assignment and Assumption of Subcontracts. The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.

15.1.5 Costs of Completion. In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and/or the Surety shall pay the difference to the District.

15.1.6 Contractor Responsibility for Damages. The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.

15.1.7 Conversion to Termination for Convenience. In the event the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.

15.1.8 District's Rights Cumulative. In the event the Contract is terminated pursuant to this Article 15.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 15.1 are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

15.2 Termination for Convenience of the District. The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have subcontracts assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District's convenience.
ARTICLE 16: MISCELLANEOUS

16.1 Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

16.2 Marginal Headings; Interpretation. The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor.

16.3 Successors and Assigns. Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.

16.4 Cumulative Rights and Remedies; No Waiver. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

16.5 Severability. In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.

16.6 No Assignment by Contractor. The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.

16.7 Gender and Number. Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.

16.8 Independent Contractor Status. In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District. Nothing contained herein shall be deemed or construed as creating a relationship of employer and employee between the District and the Contractor or any Subcontractors, employees of the Contractor or Subcontractors or their respective agents and representatives. Neither the Contractor, Subcontractors nor any employees of the Contractor or Subcontractors are entitled to any rights or privileges of District employees.

16.9 Notices. Except as otherwise expressly provided for in the Contract Documents, all notices
which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

16.10 Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

16.11 Dispute Resolution; Arbitration.

16.11.1 Claims Under $375,000.00. Claims between the District and the Contractor of $375,000.00 or less shall be resolved in accordance with the procedures established in Part 3, Chapter 1, Article 1.5 of the California Public Contract Code, §§20104 et seq.; provided however that California Public Contract Code §20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the Contract Documents. The term “claims” as used herein shall be as defined in California Public Contract Code §20104(b)(2).

16.11.2 Government Code Claim Requirements. Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Contractor against the District for money or damages, including, without limitation, a demand for arbitration, except for those subject to resolution pursuant to Article 16.11.1, shall be deemed a “suit for money or damages” and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946. Notwithstanding the resolution of disputes pursuant to the arbitration provisions set forth in Article 16.11.3 any claim, demand, dispute, disagreement or other matter in controversy between the Contractor and the District seeking money or damages in excess of $375,000 shall first be presented to the District and acted upon or deemed rejected by the District in accordance with California Government Code section 900, et seq., as a condition precedent to the Contractor’s commencement of arbitration proceedings. Any arbitration proceeding pursuant to Article 16.11.3 commenced by the Contractor without first complying with the foregoing provisions of the Government Code shall be stayed pending the Contractor's compliance with the foregoing provisions of the Government Code.

16.11.3 Arbitration. Except as provided in Article 16.11.1, any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (“AAA”) in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional
office of the AAA closest to the Site. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Contractor only if the Arbitration Award is supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296, including findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the AAA Construction Industry Arbitration Rules. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of the Arbitration Award, the Court determines either that the Arbitration Award is: (i) not supported by substantial evidence; (ii) not accompanied by findings of fact and conclusions of law; or (iii) based on an error of law. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. In the event more than one Demand for Arbitration is made by either the District or the Contractor, all such controversies shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s). The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

16.11.4 Inapplicability to Bid Bond. The provisions of this Article 16.11 shall not be applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond; all claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.

16.12 Capitalized Terms. Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.

16.13 Attorneys Fees. Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.
16.14 Waiver of Special/Consequential Damages. Notwithstanding any right conferred by law or arising by operation of law, by executing the Agreement, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District’s breach or default of its obligations under the Contract Documents.

16.15 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

16.16 Days. Unless otherwise expressly stated, references to “days” in the Contract Documents shall be deemed to be calendar days.

16.17 Prohibited Interests. No employee of the District, who is authorized in such capacity on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or subcontract in connection with the Work shall become directly or indirectly financially interested in the Work or any part thereof.

16.18 Entire Agreement. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

END OF SECTION
1. **Application of Special Conditions** These Special Conditions are a part of the Contract Documents for the Work generally described as: **BID No.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE.**

2. **Drawings and Specifications** The District shall provide 20 sets of the Drawings and Specifications to the Contractor, pursuant to Article 2.1.3 of the General Conditions. The Contractor shall be responsible for all costs associated with all sets which the Contractor requires to accomplish the Work generally described as: **BID No.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE.**

3. **Subcontractor Bonds** As a minimum, Contractor shall require Subcontractors performing the following work provide payment and performance bonds in an amount equal to 100% of their subcontract amount. The subcontractor payment and performance bonds shall meet the requirements listed in Article 6.9 of the General Conditions.

3.1 Subcontractor work requiring bonds- Heating, Ventilating and Air Conditioning (HVAC) (Division 23), Plumbing (Division 22), Electrical (Division 26), Structural Steel (Section 05-1200), Curtainwall (Section 08-7100), Kitchen Equipment (Division 11), Glass Fiber Reinforced Cementitious Panels (GFRC) (Division 7-4453), Metal Plate Wall Panels (Section 7-4213).

4. **Insurance**

4.1 **Insurance Requirements for Contractor** Minimum coverage amounts for each policy of insurance required of the Contractor shall be as follows:

- **Workers Compensation Insurance** In accordance with applicable law
- **Employers Liability Insurance** $1,000,000
- **Commercial General Liability Insurance** (including coverage for bodily injury, death, property damage and motor vehicle liability)
  - **Per Occurrence** $2,000,000
  - **Aggregate** $4,000,000
- **Builder’s Risk** Full value of the Work; seismic coverage is not required

4.2 **Insurance Requirements for Subcontractors** Minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor to the Contractor shall be as follows:

- **Workers Compensation Insurance** In accordance with applicable law
- **Employers Liability Insurance** $1,000,000
- **Commercial General Liability Insurance** (including coverage for bodily injury, death, property damage and motor vehicle liability)
  - **Per Occurrence** $1,000,000
  - **Aggregate** $2,000,000
5. Contract Time, Liquidated Damages

5.1 Contract Time The Contract Time for the Contractor’s Substantial Completion of the Work is **Seven Hundred and Thirty (730) Calendar Days** after the date for commencement of the Work as set forth in the Notice to Proceed issued by or on behalf of the District to the Contractor.

5.2 Liquidated Damages

5.2.1 Delayed Submission of Preliminary Construction Schedule. If the Contractor fails to submit the Contractor’s Preliminary Construction Schedule within the time established in the General Conditions, the Contractor shall be subject to assessment of Liquidated Damages in the amount of Five Hundred Dollars ($500.00 USD) per day from the date the Preliminary Construction Schedule is required to be submitted until submission thereof to the District.

5.2.2 Delayed Submittals. If the Contractor fails to submit submittals within the times established in the then current approved construction schedule, the Contractor shall be subject to assessment of Liquidated Damages in the amount of Five Hundred Dollars ($500.00 USD) per day from the scheduled date until submission thereof to the District.

5.2.3 Delayed Substantial Completion. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto in accordance with the Contract Documents, the Contractor shall be subject to assessment of Liquidated Damages in the amount of Two Thousand Dollars ($2,000.00 USD) per calendar day from the scheduled date of Substantial Completion until Substantial Completion is achieved.

5.2.4 Delayed Completion of Punchlist Items. If the Contractor fails to complete all Punchlist Items noted upon Substantial Completion within the time established for completion of all Punchlist Items, the Contractor shall be subject to assessment of Liquidated Damages in the amount of Five Hundred Dollars ($500.00) per day from the scheduled date of completion until all Punchlist Items are completed.

5.2.5 District Withhold of Liquidated Damages; Performance Bond Surety. If the Contractor is subject to assessment of Liquidated Damages for delayed Substantial Completion and/or delay completion of Punchlist Items, the District may withhold such assessments from the Contract Price then or thereafter due the Contractor. If the assessment of Liquidated Damages exceeds the then remaining balance of the Contract Price, the Contractor and the Surety issuing the Performance Bond shall be jointly and severally liable to the District for such amounts.

5.3 Notice of Delay The Contractor shall notify the Construction Manager, in writing, of all anticipated delays resulting from events described in Pursuant to Articles 7 and 9 of the General Conditions.

6. Facilities/Services for Project Inspector Pursuant to Article 4.14 of the General Conditions, during the Work, the Contractor shall provide/furnish a separate and secured office for use by the Project Inspector. The office shall contain at least: electricity, one phone with phone line, one fax machine with a separate fax line, secured internet access, one desk with at least four drawers, one office chair, one file cabinet with at least four drawers, two guest chairs, one
table at least 30”x60”. The space shall be secured and in a separate trailer from Contractor’s staff. IOR office may be located in a conference room trailer.

7. District Provided Temporary Utilities Pursuant to Article 4.3.4 of the General Conditions, during the Contractor’s performance of the Work, the District will provide utility services and a point of connection for electrical power, domestic potable water, reclaimed irrigation water and internet connection. The connection and placement, relocation and removal of temporary distributions of the utility services provided by the District will be by the Contractor at its cost and expense without adjustment of the Contract Price. The Contractor may use the utility services furnished by the District provided that: (a) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (b) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District’s non-payment of undisputed utility charges.

8. Form and Content of Change Orders In accordance with the provisions of Article 9.5 of the General Conditions, if the District approves of a Change Order, the Change Order issued by the District and executed by the District, Architect and Contractor shall be in the form and content as set forth in Attachment A to these Special Conditions.

9. Asbestos and Other Hazardous Materials Certification Upon completion of the Work and as an additional express condition precedent to the District’s obligation to disburse the Final Payment to the Contractor, the Contractor’s duly authorized representative shall deliver to the District the completed and executed form of Asbestos and Other Hazardous Materials Certification included as Attachment B to the Special Conditions; the signature of the Contractor’s representative shall be notarized by a California Notary Public.

10. Debris Recycling Statement The District’s form of Debris Recycling Statement is attached to these Special Conditions as Attachment C. The Contractor shall complete, execute and submit the Debris Recycling Statement in accordance with applicable provisions of the Contract Documents, under General Conditions, Supervision and Construction Procedures, Section 4.3.9 and Section 01 7419 of the General Requirements.

11. Project Stabilization Agreement A Project Stabilization Agreement (PSA) has been negotiated and executed by and between the Chabot-Las Positas Community College District and the Alameda County Building and Construction Trades Council and Local Unions and is applicable to this Bid No. 11-06. The PSA is available for review prior to bid at http://www.clpccd.org/bond/documents/PSASubmittal_000.pdf. The Letter of Assent, Attachment D to these Special Conditions must be signed at the time of contract execution.

12. Use of Site Staging and parking is limited and to be restricted to the designated area within the contract limit lines. Contractor is to obtain and pay for the use of additional storage, staging areas, parking or work areas needed for operations. No adjustment of the Contract Time or the Contract Price will be allowed due to limitations/prohibitions on Work activities at the Site set forth herein.

12.1. All Contractors and subcontractors are responsible for following the requirements for deliveries, staging, storage trailers, office trailers, temporary utilities and parking. The CM and the Architect will, at various stages of the Project, modify the site use requirements to accommodate current job-site conditions. The Contractor is to provide a Jobsite Logistic Plan prior to mobilizing on site identifying storage, staging, parking, jobsite trailers, wash out areas, etc.

12.2. Contractors are advised that at various times during the project, storage trailers or office trailers may be required to be relocated as directed by the CM.
12.3. Contractors and subcontractors shall coordinate material and equipment deliveries with the CM and other Contractors to ensure that materials can be off-loaded efficiently and that site use operations are maintained in an orderly fashion.

12.4. If any material and/or equipment stored at the project, with or without consent of the CM, at any time obstructs the performance of any portion of the project, these materials shall be removed and relocated by the Contractor at no additional cost.

12.5. In the event a Contractor fails or refuses to comply with any part of these requirements within a reasonable time, but not more than twenty-four (24) hours, the CM will reserve the right to have those materials removed, and all costs will be charged against the Contractor involved.

12.6. The CM will allocate what limited space is made available.

12.7. The Contractor shall work in cooperation with the separate contractors working concurrently on the adjacent projects. The Contractor shall participate with other separate contractors and the District in reviewing and coordinating their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement between Contractor and Owner.

13. Rain Days The provisions of Article 7.4.1 of the General Conditions relating to "Rain Days" and adjustments of the Contract Time due to unusually severe weather conditions resulting from rainfall at the Site are modified as noted herein. In addition to the requirements and limitations set forth in the Contract Documents, including without limitation Article 7.4.1 of the General Conditions, the Contract Time will be adjusted for unusually severe weather conditions resulting from rainfall only if:

13.1. The Contractor has taken reasonable measures to proceed with the Work notwithstanding inclement weather conditions;

13.2. The Contractor demonstrates (by schedule analysis or other means) to the reasonable satisfaction of the District that the progress of Work on the critical path of the then current Construction Schedule was affected by unusually severe weather conditions resulting from rainfall; and

13.3. The Contractor demonstrates to the reasonable satisfaction of the District that the Contractor could not re-sequence Work so that Work activities (whether or not on the critical path of the then current Construction Schedule) not affected by rainfall could have been performed on a Rain Day;

Further the occurrence of precipitation by itself shall not constitute a Rain Day. For purposes of the Contract Documents, a Rain Day occurs when:

13.4. There is measurable rainfall occurring on a day when Work is scheduled to be performed at the Site;

13.5. There is rainfall sufficiently continuous for at least a three (3) hour period;

13.6. The rainfall is sufficiently severe to prevent performance of Work at the Site (rainfall is not deemed sufficiently severe to prevent Work at the Site if there are Work activities which are not materially affected by a Rain Day and which can be reasonably performed by the Contractor by re-sequencing Work activities); and
13.7. After a Rain Day (as defined in (a), (b) and (c) above) has occurred, the conditions at the Site are adversely affected by rainfall so that a period of time is necessary to permit sufficient "drying out" of wet conditions at the Site sufficient to permit the continuation of Work.

13.8. **Adverse Weather Days (Rain Days)** Pursuant to Article 7.3.9 of the General Conditions, the following maximum rain days per month are to be included in the Contractor's Project Schedule in accordance with Article 7.3.9. The listed monthly allowances are work days and will be allocated in accordance with the procedures in this Article 11 upon agreement between the Contractor and the Construction Manager at the end of each month according to each party's daily log. "Left over rain days" (i.e. "maximum rain days per the month" less "actual rain days in the same month") in any given month shall not be carried over to any other month but shall become float days at the end of the Project Schedule.

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14. **Changes to the Work.** All requests for Change Orders, whether originating from the Owner's request for pricing, Architect's / Engineer's change directive, CM's request for pricing, back charge, claim or other source shall be submitted to the CM in sufficient detail so that the reasonableness of the value can be determined. As a minimum, all requests for adjustment in contract price shall include detailed quantity survey, unit pricing, including appropriate documentation, estimated productivity, and other information requested by the CM or the Architect/Engineer. Any request with insufficient detail will not be reviewed and will be returned.

The allowance, as reference in 9.4.1.3.4, for "mark-ups" for overhead and profit are:

14.1. If the Contractor performs the Work, 12% overhead and profit will be added to the cost of the change in the Work.

14.2. If a Subcontractor performs the work, their markup for overhead & profit is 12% and the Contractor may add 5%. The maximum allowable amount for all contractors is 17%.

14.3. The percentages to be added or allowed for any work involving both added and omitted work shall be applied to only the net difference in cost.

14.4. Contractor may not include any mark up on Subcontractor change work that is incorporated in changes allocated from the Owner's Non-Specified Allowance.

14.5. Mark-up specified in Paragraphs above do not apply to any compensation for premium wages and are restricted to changes in the work performed at regular standard hourly rates.

The additional cost of authorized overtime work which will be subject to reimbursement by the Owner shall be premium portion only of the actual amounts earned by such craftsmen who are directed to work on premium time and shall include such taxes and withholdings as are customary. Overhead and profit on the premium portion will not be allowed. Regular standard hourly wages and costs are the Contractor's responsibility unless the work being performed is an authorized extra work item. Any work authorized to be performed on a "Time and Material' or Signed Daily Time Ticket basis will
require daily verification by the CM. After the tickets are verified daily, a detailed weekly or monthly recap must be submitted to the CM, totaling all the labor hours and materials for processing into a change order. Any failure to have Time and Material verified daily, or any to submit total costs by the 15th of the month, will result in forfeiture of any change order or payment for the work.

15. Additional Definitions In addition to terms defined elsewhere in the Contract Documents, the following terms used in the Contract Documents are defined as set forth herein.

15.1. Owner Unless otherwise expressly provided, references to the “Owner” shall be deemed references to the District, as that term is defined in the Contract Documents.

15.2. Inspector; Inspector of Record; IOR; Owner’s Inspector Unless otherwise expressly provided, references to Inspector, Inspector of Record, IOR or Owner’s Inspector shall be deemed references to the Project Inspector as that term is defined in the Contract Documents.

15.3. Contract Sum Unless otherwise expressly provided, the terms “Contract Price” and “Contract Sum” are synonymous.

15.4. Campus Unless otherwise expressly provided, the term “Campus” shall be deemed to refer to the District’s Las Positas College campus.

END OF SECTION
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

CHANGE ORDER FORM
(ATTACHMENT A TO SPECIAL CONDITIONS)
Project: ____________________________________
Change Order #: _____________________________
Date: ______________________________________
Contract #: __________________________________
Contractor: ___________________________________________________________________________________
Pursuant to the General Conditions, this Change Order Form shall be used for all Change Orders associated with the Work. No additions or
deletions to this form shall be allowed, except with permission of the District.
You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor
agrees to perform the above described changes in accordance with the terms set forth herein and in compliance with applicable sections of the
Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the
Contract Documents. The adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the “Changes”)
represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such
Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all
general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and
(iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including
without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of
the Changes set forth in this Change Order or the Contractor’s performance and completion of the Changes.

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR
The original Contract Sum was . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

$_________________

Net change by previously authorized Change Orders . . . .. . . . . . . . . . . . . . . . . . . . . . . . $_________________
The Contract Sum prior to this Change Order was. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . $_________________
The Contract Sum will be changed by this Change Order in the amount of. . . . . . . . . . . $_________________
The adjusted Contract Sum including this Change Order will be. . .. . . . . . . . . . . . . . . . . $_________________
The Contract Time will be (increased) (decreased) (unchanged) by. . . . . . . . . . . . . . . . . (_______) Days
The date of Substantial Completion as of the date of this Change Order therefore is: . . .

ARCHITECT

______________________

CONTRACTOR

_____________________

______/_____/_____

CONSTRUCTION MANAGER

___________________

BID NO.: 11-06, STUDENT SERVICES & ADMIN. BLDG., LAS POSITAS COLLEGE
LONG FORM (03-07 REV)

OWNER
CHABOT-LAS POSITAS
COLLEGE DISTRICT
5020 Franklin Drive
Pleasanton, CA 94588

COMMUNITY

SPECIAL CONDITIONS
CHANGE ORDER FORM
PAGE 130


ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION
(ATTACHMENT B TO SPECIAL CONDITIONS)

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between the CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT and ___________________________ ("Contractor") for the work of improvement commonly referred to as BID No.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE. (hereinafter referred to as the "Project").

To the best of my knowledge, information and belief, in completing the Work of the Project, no materials, equipment or other items furnished, installed or incorporated into the Project contains, or in itself be composed of, any asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or state EPA or federal or state health agencies as a hazardous material, or defined as being hazardous under federal or state laws, rules or regulations.

The undersigned is duly authorized to complete, execute and submit this Asbestos and Other Hazardous Materials Certification on behalf of the Contractor. The undersigned has personal knowledge of the substantive representations set forth hereinabove or has made appropriate diligent inquiry to ascertain that the substantive representations set forth hereinabove are complete, true and accurate and do not omit material facts rendering such representations to be false or misleading.

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

Executed on this ________ day of ________, 2010 at _____________________.

(City and State)

______________________________
Name of Contractor (Print or Type)

By: ______________________________________
Signature

______________________________
Print Name

______________________________
Title

______________________________
Subscribed and sworn before me
this _____ day of ________, 2010

Notary Public in and for the State of California

My Commission Expires:
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Chabot – Las Positas Community College District  
Construction & Demolition  
DEBRIS RECYCLING STATEMENT  
(Attachment C to Special Conditions)

<table>
<thead>
<tr>
<th>Material</th>
<th>Recycled</th>
<th>Salvaged</th>
<th>Landfilled</th>
<th>Vendor or Facility Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt</td>
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<td>Concrete</td>
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<td>Brick/Masonry Tile</td>
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<td>Corrugated Cardboard</td>
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<td>Dirt/Clean Full</td>
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<td>Drywall</td>
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<td>Padding – Carpet Foam</td>
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<tr>
<td>Building Materials (doors, windows, cabinets, fixtures)</td>
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<tr>
<td>Scrap Metals</td>
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<tr>
<td>Mixed Recyclable Debris</td>
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<tr>
<td>Other</td>
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<tr>
<td>Un-painted wood/Pallets</td>
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<tr>
<td>Green Waste/Yard Waste</td>
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<tr>
<td>Garbage – Painted Wood</td>
<td></td>
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<tr>
<td>Trash</td>
<td></td>
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</tr>
</tbody>
</table>

If no materials are targeted for recycling, reuse or salvage, please state why: __________________________

The undersigned certifies that she/he is authorized to execute this Debris Recycling Statement on behalf of the above-identified Contractor. The undersigned further certifies that she/he has personal knowledge of the foregoing, or has made reasonable inquiry to ascertain, that the foregoing is true, complete and correct.

Submitted by: __________________________ Date: __________________________
# PROJECT STABILIZATION AGREEMENT

(Attachment D to Special Conditions)

## Project List

This Project Stabilization Agreement (PSA) shall apply to the following construction Projects:

1. **Chabot College Campus:**
   - A. Community & Student Access Center
   - B. Instructional Office Building
   - C. Physical Education Complex
   - D. Central Plant
   - E. Building Modernization, Buildings 300, 500, 800 and 900
   - F. Library Building
   - G. Math/Science Building
   - H. Theater and Plaza, Building 1200

2. **Las Positas Campus:**
   - A. College Center for the Arts
   - B. Child Development Center
   - C. **Student Services & Central Administration**

## GENERAL

The Chabot-Las Positas Community College District Board of Trustees has approved a Project Stabilization Agreement (PSA) for this project. The Contractor and all subcontract forces are to comply with the requirements set forth in the executed PSA. It is the responsibility of the Contractor and the subcontractors to adhere to the requirements set forth in the Agreement and to comply with its provisions. Any costs for compliance with the PSA are to be included in the Contractor’s Bid price. Copies of the signed PSA are available from the District’s Contract Manager at 925) 485-5287 or on the District’s website at: http://www.clpccd.org.

---

END OF SECTION

LETTER OF ASSENT FOLLOWS ON NEXT PAGE
Agreed To Letter of Assent

PROJECT STABILIZATION AGREEMENT

for the

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the Student Services and Administration Building, Las Positas College Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the “Chabot-Las Positas Project Stabilization Agreement” (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto:

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 16 of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Dated: ________________________
(Name of Contractor)

(Phone)                              (Fax)

(Name of Prime Contractor of Higher Level Subcontractor)  (Authorized Officer & Title)

(Address)
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GUARANTEE

District: CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
Project: BID No.: 11-06, STUDENT SERVICES & ADMINISTRATION BUILDING, LAS POSITAS COLLEGE

Contractor Name: _____________________________

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above-referenced Project (the “Work”) have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) year from the date of the District’s Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor’s failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District’s issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District’s presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor’s Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor’s Performance Bond Surety and all successors or assigns of Contractor and/or Contractor’s Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor’s guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Dated: ________________ By: ________________________________
(Signature)

(Typewritten or handwritten name)

(Title)
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes summary of work including:
   1. Work covered contract Documents
   2. Work under other contracts
   3. Work sequence
   4. Cooperation of contractor and coordination with other work
   5. Maintenance
   6. Occupancy requirements
   7. Reference Standards
   8. Products ordered in advance
   9. Chabot-Las Positas Community College District (CLPCCD) furnished products

B. The Project Manual is the volume which includes the Bidding Requirements, sample forms, and certain of the Contract Documents such as the Conditions of the Contract and the Specifications. The Contract Documents shall include, in addition to the items listed, the Labor and Material Payment Bond, the Performance Bonds, Instructions to Bidders, Summary of the Work, Bid Forms, and the General Conditions/Provisions Between Owner and Contractor.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Requirements: The Work under the Base Bid of the Contract shall include all work indicated or specified within the Contract unless the work is specifically indicated as "Not in Contract" or future.

B. The contractor must maintain access to the existing buildings at all times during all phases. Contractor is to provide secure fencing and/or barricades to keep the general public from entering the work areas. Work hours shall be from 7:00 AM to 7:00 P.M. on weekdays and 9:00 AM to 6:00 P.M. on weekends. If the contractor chooses to work more than 8 hours per day or 5 days per week he shall be responsible for the overtime costs of the inspectors involved in that phase of the work.
C. Unless provided otherwise in the Contract Documents, all risk of loss of Work covered by Contract Documents shall rest with Contractor until Final Completion and Acceptance of the Work.

1.4 WORK SEQUENCE

A. Construct Work in stages and at times to accommodate CLPCCD operation requirements during the construction period; coordinate construction schedule and operations with Construction Manager.

1.5 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK.

A. Should construction work, or work of any other nature, be underway by other forces or by other contractors within or adjacent to the limits of the Work at the time the Work was advertised for bids, the Contractor shall cooperate with all such other contractors or forces to the end that any delay or hindrance to their work will be avoided. The cost of such cooperation will be considered as included in the prices bid and no direct or additional payment will be made therefore. Contractor shall coordinate with such other contractors and forces as required by General Conditions.

B. CLPCCD reserves the right to perform other or additional work, within or adjacent to the limits of the work specified, at any time by the use of other forces. Contractor shall coordinate with CLPCCD and any CLPCCD forces, or other forces, engaged by CLPCCD, as required by General Conditions. In the event that the performance of such other or additional work materially increases or decreases Contractor's costs, the work and the amount to be paid therefore will be appropriately adjusted as determined by the Construction Manager.

C. Limit use of the Site for Work and for construction operations to allow for:
   1. CLPCCD operation
   2. Work by other contractors and tenants

D. Coordinate use of the Site and access to site with other contractors, utilities, and CLPCCD forces, as required by General Conditions. Construction Manager has final authority over coordination, use of the Site, and access to site.

E. Cooperate with CLPCCD and others who may occupy and begin work on site and inside building prior to completion of Work of this Contract.

F. Cooperate with contractors for other area work, not included in Contract, but which may take place during construction period.

1.6 PROJECT MANUAL

A. In the preparation of these Specifications, an effort has been made to segregate the various branches of the Work under headings, by trades. This is done only for convenience and shall not relieve the Contractor of the responsibility of furnishing every item indicated or specified whether properly segregated or not.
B. Specifications are arranged in accordance with the Construction Specifications Institute MasterFormat, 2004 Edition. The six digit Arabic Section Designation is in accordance with the above referenced document.

C. No responsibility will be assumed by the Owner, Architect or their representatives for omissions or duplications by the Contractor in the completion of the Contract due to any alleged error in the arrangement of the material in these Specifications nor shall any such segregation of Work and materials operate to make the Architect or its representative an arbiter in defining limits to Agreements between the Contractor and his subcontractors or Suppliers.

D. The misplacement, addition and omission of any letter, word, or punctuation mark, shall in no way damage the true spirit, intent or meaning of these Specifications.

E. The word "shown," "indicated," "noted," "scheduled," or words of the like effect shall be understood to mean that reference is made to the Drawings accompanying these Specifications.

F. Where reference herein is made to color or finishes "as selected," the reference is to selection(s) made by the Architect.

G. Reference to known standards within these Specifications shall and intend to be the latest edition or amendment published prior to the date of these Specifications, unless specifically specified otherwise, and to such portions of it that relate and apply directly to the material or installation called for on the project.

H. All Contractor provided project forms, registers, reports, etc, shall be approved by the Construction Manager, and Architect as they relate to format, structure and content presentation.

1. These shall include, but are not limited to, the following:
   a. Schedule of Submittals
   b. Operation and Maintenance Manuals
   c. Identification Register
   d. Material Status Report
   e. Progress Reports
   f. Construction Status Report
   g. Register of Bulletins and Change Orders
   h. 3-Week Bar Chart Schedule
   i. Critical Path Schedule
   j. Miscellaneous Bar Chart Schedules
   k. Request for Information and Register

1.7 DISPOSITION OF UTILITIES

A. Contractor shall contact utility company to obtain all local restrictions and regulations prior to start of construction.

B. Observe rules and regulations governing the respective utilities in executing all work under this heading.
C. Adequately protect active utilities from damage, and remove or relocate only as indicated or specified.

D. Remove, plug, or cap inactive and abandoned utilities encountered during the Work. If there are not specific requirements, plug or cap such utility lines at least 3 feet outside of new building walls or as required by local regulations.

E. Contractor shall include in this Bid all costs associated with any and all locating services and metering costs.

1.8 ARCHITECTURAL AND ENGINEERING SERVICES

A. It is understood that normal architectural and engineering liaison for the purpose of interpretation of the Contract Document is provided for by the Owner. Should any services of the A/E be required to assist in the correction of errors or omissions in construction by the Contractor, or services of the A/E be required because of the changes in structure or equipment where the Contractor has requested approval of substitute methods or materials, these services will be provided by the A/E at his standard hourly rates, and shall be paid for by the Contractor.

1.9 SAFETY REQUIREMENTS

A. These Construction Documents and all phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:
   4. CAL OSHSA Regulations.

B. The Contractor shall submit a Safety Requirements Manual which outlines and describes in detail the procedures and policies to be followed for this project.

1.10 APPROVED APPLICATORS

A. Where specific instructions in these specifications require that a particular product and/or material(s) be installed and/or applied by an approved applicator of the manufacturer, it shall be the Contractor's responsibility to ensure that any Subcontractor used for such Work be an approved applicator, and shall be so documented in writing.

1.11 WATERTIGHT-WEATHERTIGHT

A. Anything in the Contract Documents notwithstanding, the Contractor accepts the responsibility of constructing a watertight, weather-tight project.
1.12 EXTRA WORK

A. In accordance with the General Conditions and when authorized in writing by the Owner, extra Work may be ordered. Claims for additional compensation, for extra Work accomplished, will not be recognized unless such extra Work has been authorized in advance and in writing by the Owner, or an authorized representative.

1.13 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

C. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to within the limits of Figure A: FENCE LINE and Figure B: FENCE LINE FOR ALTERNATE 1. Access and control of additional areas within the Scope of Work shall be approved in writing 15 calendar days in advance.

2. Roadways, Parking Areas, Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

c. FIGURE C: TRUCK ROUTING requires modification to existing curbs and sidewalks. The workplan shall be approved in writing 15 calendar days in advance.

d. Work within the major roadways of the campus shall be approved, in writing 15, calendar days in advance. Roadwork shall be schedule for a period of low campus activity such as breaks between terms.

e. Walkways and service access shall be open. Alternate routes shall be approved in writing 15 calendar days in advance.

f. Parking Areas shall be removed from campus use only as approved in writing 15 calendar days in advance. The workplan for Alternate 1 shall include a 45 calendar day schedule maximum duration with consideration for activity during period of low campus activity.

g. Relocation of Accessible Parking stalls shall be completed within 60 calendar days of the NTP unless otherwise approved in writing.

D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
1.14 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. In general, notes on the drawings take precedence over provisions of the specifications; addenda or bulletins to specifications take precedence over original specifications or earlier addenda; dimensional figures take precedence over scaled measurements; large scale drawings and details take precedence over those of a smaller scale; drawings of the latest date take precedence over earlier ones. Work indicated or required (but not expressly noted, detailed, or specified) shall be made the same as similar or corresponding elements which are fully noted, detailed, or specified. The contractor shall comply with the true intent and meaning of the drawings and specifications taken as a whole. Standards of quality and performance indicated on the drawings or described in the specifications shall be understood to be minimum requirements only. When building codes or other legal authority demand higher standards, such legal requirements shall be met.

1. Figures on the drawings indicate rough construction with no allowance for finish of any kind, except the dimensions of details of the finished work. The A/E will not be responsible for scaling the drawings.

2. The drawings are generally diagrammatic and indicate nature of the installation. The specifications denote style and quality of material and workmanship. Where a conflict between the drawings and the specification arise, the Architect/Engineer shall be promptly notified. The Architect/Engineer will make the proper interpretation and his decision shall be final. Where a conflict exists between the General Provisions and the general conditions, the Architect/Engineer shall make the proper interpretation and his decision shall be final. When the term "or equal" or "approved equal" or "equivalent to" is used, it shall be construed to mean approval by the Architect/Engineer. Substitutions made without Architect/Engineer approval shall be removed and replaced without additional cost to the Owner.

B. Where a conflict exists in the drawings or specification, the Contractor and/or Subcontractors shall prepare a "Request for Information (R.F.I.)" which identifies the problem and proposes a solution for the Architect/Engineer to review. Do not proceed with that portion of the Work until the Architect/Engineer has issued or concurred with the resolution. All R.F.I.'s are to be submitted through the Construction Manager to the Architect/Engineer by the Contractor. The Contractor shall maintain a status register of all "Requests for Information." See specification Section 01 3100.

1.15 OCCUPANCY PRIOR TO COMPLETION

A. The Owner shall have the right to occupy portions of the site that are completed on or after the specified completion date (even though the Contractor may not have completed the entire Project). Such occupancy by the Owner will not release the Contractor or his bonding agency from liquidated damages, warranties, or guarantees and final completion of the Work in accordance with the Contract Documents.

B. Whenever, in the opinion of Construction Manager, Work or any part thereof is in a condition suitable for use, and the best interest of CLPCCD requires such use, CLPCCD may take beneficial occupancy of and connect to, open for public use, or use the Work or such part thereof. In such case, CLPCCD will request Architect/Engineer to inspect the Work or part thereof, and issue a Certificate of Substantial Completion for that part of Work.

C. Prior to date of Final Acceptance of the Work by CLPCCD, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials
or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in General Conditions.

D. Use by CLPCCD of Work or part thereof as contemplated by this section shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by CLPCCD of any of the conditions thereof.

E. CLPCCD may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on milestone dates prior to substantial completion of all of the Work. Contractor shall notify Architect/Engineer in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request Architect/Engineer to issue a Certificate of Substantial Completion for that part of the Work.

F. The date of completion and beginning of the warranty period shall be the date established by the Construction Manager in conjunction with the Architect-Engineer. This date will represent the completion date for all phases of the project, irrespective of early completion by some subcontractors of their work, or occupancy by the Owner prior to completion of some portions of the building. The Contractor will be notified by the Architect, in writing, of this established date.

1.16 CONTRACTOR USE OF PREMISES

A. The Contractor shall limit the storage of materials and equipment to areas indicated or designated by the Owner.

B. At no time during the Work under the Contract shall the Contractor place, or cause to be placed, any material or equipment, etc. at any location that would impede or impair access to or from the present facilities without prior acknowledgment and written approval by the Owner.

C. The Contractor shall cooperate with the Owner to the fullest extent in providing traffic control during the course of construction in order to provide a minimum of inconvenience to the Owner and public.

D. The Contractor shall send proper notices, make all necessary arrangements, and perform all services required for the care and maintenance of all Owner and public utilities. The Contractor shall, during the construction period and until final acceptance of the Work as a whole by the Owner, assume all responsibility concerning the same for which the Owner may be liable.

1.17 MAINTENANCE

A. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made therefore.

1.18 COORDINATION

A. The Contractor will coordinate his work with the Owner's separate contractors at the site through the Construction Manager for the commencement of other scheduled work.
PART 2 - SPECIAL REQUIREMENTS

2.1  DESCRIPTION

A. The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of gender, age or non-disqualifying handicap. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, gender, national origin or age. Such action shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation.

B. The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, gender, national origin, age or non-disqualifying handicap.

C. The Contractor will comply with all codes, Local, State, County, etc., and shall secure and pay all costs of all necessary permits and licenses, if any, and shall be responsible for the payment of all sales, excise, and other taxes levied on all items concerned with this Contract.

D. The Contractor shall protect all his furnishings from damage and shall protect the Owner's Property from damage or loss arising in connection with this Contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Owner. The Contractor shall confine his apparatus, storage of his materials, and the operations of his workmen to the limits indicated by the Construction Manager.

E. The Contractor agrees that all Work shall be done by skilled and experienced mechanics and shall be done in a first-class workmanlike manner.

2.2  WORK UNDER THIS CONTRACT

A. Work includes all material, labor, tools, expendable equipment, utility and transportation services, and all incidental items necessary to perform and complete in a workmanlike manner, the Work required for the Combined Construction, including General, Mechanical, and Electrical Work for:

1. Site preparation and selective demolition of existing site improvements, in addition to other elements as illustrated in the Drawings and as specified in this project manual for the future New Student Services & Administration Building, 3000 Campus Hill Drive, Livermore, CA 94551.
2. The Related Site Work.
3. Any Awarded Alternates.

B. Certain items of equipment and/or elements of the construction may be excluded from the Contract and, if so, are indicated on the Drawings and identified herein. Installation thereof may be performed while the Contractor's work progresses. The Contractor shall cooperate with the Owner to facilitate the expeditious installation of such items.
C. Separate contracts awarded by the Owner are contemplated in the same area of work during the construction period established for this Agreement. All Contractors for this project shall have equal rights to use the roads, grounds, areas, etc. The separate Contractors will be responsible for their respective sales and use tax, bonds, insurance and permits in their bids. The General Contractor shall be responsible for the scheduling, supervision, and coordination of the separate contractors. Correspondence, shop drawings and other data received by the Owner from the separate contractors shall be transmitted to the General Contractor for coordination, scheduling and supervision. The General Contractor shall include any costs associated with the supervision, scheduling and coordination of the separate contractors in the preparation of his proposal.

D. The Contractor, Prime Earthwork, Mechanical and Electrical Subcontractors shall provide responsible and competent supervision at the site during the course of construction.
   1. Full time General Contractor Superintendent, mechanical and electrical foremen, will be required as a minimum.

E. Contractor's Payment Certificates shall be itemized. The site shall be complete for all associated work and costs.

F. Project Construction Schedules shall clearly illustrate any proposed phasing by the Contractor.

G. The Contractor shall visit the site for the project and shall fully acquaint himself with the conditions as they exist, so that he may fully understand the facility, difficulties, and restrictions attending the execution of the Work indicated in the Bid Documents.

H. The Contractor shall be responsible for deferred submittals to the regulatory agencies as identified in the Project Manual and Drawings.

2.3 REFERENCE STANDARDS

A. For products specified by association or trade standards, comply with requirements of standard, except where more rigid requirements are specified or are required by applicable codes.

2.4 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

A. The Contractor shall visit the site or the project and shall fully acquaint himself with the conditions as they exist, so that he may fully understand the facility, difficulties, and restrictions attending the execution of the Work.

B. By submitting a proposal, the Contractor agrees that he has examined the site, the drawings, specifications, and Contract Documents and accepts without recourse, all visible site conditions and the proposed Contract Documents.

PART 3 - WORKING ON THE SITE

3.1 SECURITY

A. The Owner does not assume any responsibility, at any time, for the protection of the project or for loss of materials from the time that the Contract operations have commenced until the final
acceptance of the Work by the Owner. If watchmen services are deemed necessary by the Contractor, such protection shall be provided by the Contractor at no additional expense to the Owner.

3.2 SITE UTILITIES

A. Contractor shall provide and pay for temporary installations for all utilities required during the course of construction activities.

3.3 SITE ACCESS AND CONTRACTOR'S USE OF THE PREMISES

A. Contractor access to the site, parking and staging area shall be as noted on the plans and/or as directed by the Construction Manager. Contractor shall field verify all existing conditions and account for the removal and replacement of obstacles in his bid.

B. Certain facilities incorporate utility tunnels/ducts which can cross the access route to the construction site. The Contractor shall verify location and provide appropriate bridging or other protection to insure the integrity of the structure while construction traffic crosses or approaches the structure.

C. The Contractor shall have complete use of the premises for execution of the Work within the limits indicated on the Drawings.
   1. Construction work shall never interrupt any service or utility to an occupied building. If a utility shut down is required it shall occur at a mutually agreed to time and day between contractor and Construction Manager of the effected building at least 72 hours prior to interruption.
   2. Scheduled utility interruptions will not occur during business hours. Contractor shall schedule all work not to disrupt normal business operations at no additional cost to the Owner.

D. The Contractor shall at all times conduct operations as to insure the least inconvenience to the general public.

E. Move stored products which interfere with operations, or pose security risks of users of adjacent properties or separate contractors.

F. The Contractor shall maintain the highest degree of discipline and appropriate dress with staff on site and prevent conversations, outbursts, and gestures by anyone on the project. The Owner reserves the right to require the Contractor to expel individuals found to violate this directive from the site for the duration of the project. Drinking of alcoholic beverages, smoking, or use of chemicals, drugs, etc. will neither be allowed nor tolerated on the site.

PART 4 - GUARANTY-WARRANTY

A. The Contractor shall, and hereby does; warrant and guarantee that all Work performed under this contract will be free from defects of materials and workmanship for a period of twelve (12) months from the date of the final acceptance of this Work (Final Completion).
B. The Contractor agrees that he will, at his own expense, repair and replace all such defective work which becomes or is found to be defective during the term of this warranty. Should Contractor fail to repair or replace such defective material and/or workmanship within thirty (30) days after written notice from Owner, Owner may do the work necessary and Contractor hereby agrees to reimburse Owner for actual costs.

1. Contractor agrees to respond immediately for warranty issues of critical equipment, and or systems which are essential in the operation of the facility. Repair of such systems/equipment shall be completed within 24 hours of service call.

C. The warranty period on any part of the work so repaired or replaced, shall be extended for a period of twelve (12) months from the date of such repair or replacement.

D. The guaranty will not apply to normal wear and tear or damage by acts beyond the Contractor’s control.

PART 5 - MISCELLANEOUS PROVISIONS

5.1 ASBESTOS

A. By providing a Bid on this Project, all Contractors are certifying that all materials which they supplied for this Project are asbestos-free, and in addition, that materials found to contain asbestos at a later date shall be removed and replaced with non-asbestos containing materials at the sole expense of the responsible Contractor.

B. Contractor shall upon the completion of the project, complete an “Asbestos Affidavit” certifying that all materials which they supplied, or subcontracted for this Project are asbestos-free to the best of their knowledge.

5.2 CONTRACTOR’S REPRESENTATIVES

A. The Contractor shall at all times be present at the Work in person or represented by a full time competent superintendent who shall supervise and direct the Work and shall be authorized by the Contractor to receive and fulfill instruction from the Architect.

B. The Contractor shall, at all times during working hours, be represented in all matters pertaining to his project by one fully competent and experienced general superintendent. Instructions and information given by the Architect to the Contractors superintendent on the Work shall be considered as having been given to the Contractor. Contractor shall, within five (5) days of notification of intent to award a Contract for the Work, submit the assigned Superintendents Qualification Statement.

C. The Contractors general superintendent shall have assistants with technical registration or equivalent construction engineering knowledge and experience in all technical disciplines affecting the Work or onsite operations for which the general superintendent lacks registration or equivalent experience and knowledge.

D. The Contractors superintendent shall remain full time on the job until all of the Punch List items have been completed.
E. In the event that the original Superintendent or Project Manager is terminated or leaves the firm, a full time replacement (40 hours per week) will be provided. Contractor to submit the replacement staff's resume and current workload to Owner and Architect for review and approval prior to the proposed substitution staff commencing work. Owner and Architect reserve the right to make final selection of replacement staff. Once selected a two week transition period will be allowed for the replacement personnel to re-assign other work to allow them to perform their new capacity on this project 40 hour per week.

F. The District reserves the right to interview and approve the Contractor’s Project Manager, Assistant Project Manager, General Construction Superintendents and Foreman and the right to reject them at any time at the District’s sole discretion. The District also reserves the right to refuse replacement of the Contractor’s Superintendent and Foreman if it believes the replacement will negatively affect the Contract.

5.3 **ACCESSIBILITY OF VALVES, CONTROLS AND ELECTRICAL JUNCTION BOXES**

A. No equipment that has to be operated or maintained, such as valves, traps, controls, unions, motors, etc., shall be placed in any inaccessible location.

B. Any dampers, controls, valves, expansion joints, electrical junction boxes, or other apparatus which must by necessity be located in walls, above ceilings etc., shall be provided with suitable access doors (fitted in a framed opening) which will permit proper operation and servicing and access as required by codes. All such access doors shall be included in the Contractors Bid.

5.4 **STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

A. See Appendix at the end of this Project Manual for a specific site SWPPP to be implemented by the Contractor including all associated fees.

B. The District has filed a Notice of Intent with the RWQCB prior to mobilization; costs for said filing and any required subsequent renewals shall be excluded from the Contract price. The Contractor shall also file a Notice of Termination with the RWQCB upon completion of the Contract Work and said filing shall constitute a condition precedent to release of final payment.

5.5 **CLPCCD FURNISHED PRODUCTS**

A. Toilet accessories.
FIGURE A: FENCE LINE
FIGURE B: FENCE AREA FOR ALTERNATE 1
FIGURE C: TRUCK ROUTE

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. The Architect-Engineer, if requested, will provide the General Contractor with one electronic distribution of select sheets from the Contract Document Drawings for distribution to subcontractors and suppliers for a fee stated in Part 3 of this Section, as a convenience in the preparation of Project Record Documents, Shop Drawings and Site Work. Contractor must sign CAD Transfer Agreement with Architect and Engineers prior to receipt of files.

   B. The electronic copy will be provided on a compact disk (CD) in AutoCad 2006 format.

1.3 REFERENCES
   A. A copy of the Agreement is included at the end of this Section.

PART 2 - PRODUCTS

2.1 DRAWINGS
   A. Drawings were prepared on the following:


PART 3 - EXECUTION

3.1 EXECUTION
   A. For each Contractor or Sub-Contractor requesting these files for their use, Contractor shall provide signed agreement along with payment in full to the Architect prior to receiving delivery of the electronic drawing files.
B. Contractor shall pay Architect a service fee of **two hundred fifty dollars ($250.00)** for the first five (5) sheets on the first request only. Fees for additional requests, including additional sheets to be $150.00 for any additional five sheets (or fraction thereof). Fees for every additional five sheets, or fraction thereof will be $150.00.

1. Example: Initial Request for nine sheets would be ($250.00 + $150.00 =) four hundred dollars. Subsequent requests or additional requests for the same sheets or different sheets will be $150 for each group of five sheets, per request.

- END OF SECTION -
transfer- release agreement

Steinberg Architects will provide electronic data pursuant to your request, and as listed below.

The electronic files are released for the expressed purpose of providing background layout information only. They are to be considered instruments of service of the Architect and may or may not contain all the information available on the signed, printed documents. Addenda have not been incorporated. Recipient understands and agrees that the information contained in the accompanying file(s) and any related documentation is the internal working information of Steinberg Architects. Such internal working information does not represent as-built or construction documentation, and is not intended as a finished product and may contain erroneous, extraneous or incomplete information. All information contained within said file(s) is subject to change without notice. Said information is furnished at the request of the recipient, and recipient agrees to assume all responsibilities and risks of its use. In using the file(s), modifying it, or retrieving information from it, the AUTHORIZED RECIPIENT is responsible for confirmation, accuracy and checking thereof. Steinberg Architects hereby disclaims any and all responsibility from any results obtained in the use of this electronic data and does not warrant or guarantee accuracy of the information. The AUTHORIZED RECIPIENT agrees, to the fullest extent permitted by law, to indemnify and hold Steinberg Architects harmless from any damage, liability or cost (including reasonable attorney's fees and cost of defense) arising from the use of this electronic media. These electronic files are furnished without guarantee of compatibility with recipient's hardware or software and may contain undetected viruses or other harmful material. It is recommended that this file be checked prior to use. Steinberg Architects assumes no responsibility for damage to user's property as a result of using this file and/or its contents.

The AUTHORIZED RECIPIENT hereby acknowledges that the attached drawings, specifications, and other documents, including those in electronic form, prepared by the Architect and its consultants for this Project are instruments of service and are intended for use solely with respect to this Project. Unless otherwise provided by law, the Architect and its consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights.

Under no circumstances shall transfer, in any form, of the drawings and other instruments of service for use by the AUTHORIZED RECIPIENT be deemed a sale by the Architect, and the Architect makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.

Please sign and return a copy of this release agreement to Steinberg Architects verifying that you have read and understand the provisions stated above and within this Section.  

Authorized Recipient

Student Services & Administration Bldg., LPC

Project Name

09059

Company Name

Architect’s Project No.

Address                    City                      State        Zip

Date of Release Form

Authorized Signature

Date

1 If you do not accept the stated terms of this agreement, please return the enclosed files, disks, documents or transferred electronic data to Steinberg Architects. Any use or copying of this electronic data or documents shall constitute acceptance of the stated terms and conditions of this agreement.
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS
A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
   1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
   2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES
A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
   1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.
LAS POSITAS COMMUNITY COLLEGE, STUDENT SERVICES & ADMINISTRATION BUILDING
LIVERMORE, CALIFORNIA

D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

E. The Alternates are part of the final bid price. If any alternate is purchased by the District, the scope will become part of the final contract scope and must be performed per all requirements of the Contract Documents.
   1. Alternate prices shall be good for the duration of the project after the Bid opening day. Owner reserves the right to select Bid Alternates at any time during the construction of the project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. ADDITIVE ALTERNATE No. 1: Hydromodification of campus storm water system, see sheet C4.0 and corresponding details and specifications.

B. ADDITIVE ALTERNATE No. 2: Aluminum-Framed Sliding Door System for door # 140g which separated Dining B and Faculty Dining, See A2.01.2, A7.01 Door Schedule and corresponding details and specifications. Structural support remains in base bid.

C. ADDITIVE ALTERNATE No. 3: Aluminum-Framed Sliding Door System for door # 140e which separated Dining B and Dining A, See A2.01.2, A7.01 Door Schedule and corresponding details and specifications. Structural support remains in base bid.

D. ADDITIVE ALTERNATE No. 4: Wood Bench – Canted Back and Backless. See L3.0 and corresponding details and specifications.

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section includes administrative and procedural requirements for substitutions.

1.3 RELATED SECTIONS
A. Section 01 2300 "Alternates" for products selected under an alternate.
B. Section 01 6000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
C. Section 01 8113 "Sustainable Design Requirements (LEED)" for specific product and material requirements specified by the LEED CI rating system.
D. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.4 DEFINITIONS
A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.5 SUBMITTALS
A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. **Substitution Request Form:** Use facsimile of form provided in the Project Manual.

2. **Documentation:** Show compliance with requirements for substitutions and the following, as applicable:
   a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
   b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
   d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   e. Samples, where applicable or requested.
   f. Certificates and qualification data, where applicable or requested.
   g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
   h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
   j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
   k. Cost information, including a proposal of change, if any, in the Contract Sum.
   l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
   m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

B. No substitutions shall be allowed for District standard systems, products, and/or materials unless approved in writing from the Architects office five (5) days prior to bid. District Standard systems, products, and/or materials are as follows:

1. **LANDSCAPE/IRRIGATION SYSTEM:**
   a. Controllers: Rain Master Dx2 Field Controllers with evolution EV2000 control System and radio transmitters
   b. Remote Control Valves: Rainbird #EFB-CP Series brass valves
   c. Quick Couplers: Rainbird #44NP
   d. Sprinkler:
      1) Large turf areas: Hunter #I40-36S (full circle); Hunter #I40 –ADS (part circle)
2) Medium turf areas: Hunter #I20-36S (full circle); Hunter #I20-ADS (part circle)

3) Small turf areas: Rainbird #1804 with stainless steel adjusting screws rather than plastic

4) Small turf banks: Rainbird #1806

5) Ground Cover: Rainbird #1812

6) Shrub Planters: Rainbird #1812 with #B15 brass nozzles; or Drip system – 1/2-inch IPS flexible pvc hose

7) Joint Assemblies: Triple swing joint assemblies to be used with all sprinklers (except drip systems). No flexible tubes allowed.

2. LIFE SAFETY SYSTEMS:
   a. Fire Alarm System: FCI E-3 at LPC, 7200 Series
   b. Security system: AMAG
   c. Fire Suppression: Inergen Fire Suppression system

3. NETWORK CABLEING INFRASTRUCTURE:
   a. CommScope SYSTIMAX brand, products including, but not limited to:
      1) SYSTIMAX GigaSPEED X10D 2091, XL8 2081 and XL7 2071 cabling
      2) SYSTIMAX GigaSPEED PATCHMAX X10D GS5 and XL GS3 patch panels
      3) SYSTIMAX GigaSPEED X10D MGS500 and XL MGS400 Information Outlet (jacks) with faceplates
      4) SYSTIMAX TeraSPEED and LazrSPEED fiber, with termination components
      5) SYSTIMAX fiber and station patch cords

4. ENERGY MANAGEMENT SYSTEMS:

NOTE: SPECIFIED SYSTEMS AND PRODUCTS NOT DEFINED AS DISTRICT STANDARDS:

5. Architect will not review proposed systems, products and equipment specified in the sections of the Project Manual during the bid period.

6. Systems, products and equipment submitted after contract award and rejected by Architect and District shall be at the proposer's sole expense to provided specified items or approved equal.

C. Within a period of thirty-five (35) days after Award of Contract, Construction Manager and Architect/Engineer will consider RFS from Contractor. After that period, requests will be considered only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with CLPCCD for work on the Project).

D. Submit separate RFS for each product and support each request with:
   1. Product identification
   2. Manufacturer's literature
3. Samples, as applicable
4. Name and address of similar projects on which product has been used, and date of installation
5. Name, address and telephone number of manufacturer's representative or sales engineer

E. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed.

F. State whether the substitute will require a change in any of the Contract documents (or provisions of any other direct contract with CLPCCD for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

G. All variations of the proposed substitute from that specified will be identified in the RFS and available maintenance, repair and replacement service will be indicated.

H. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract price, including but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors effected by the resulting change, all of which will be considered by Construction Manager and Architect/Engineer in evaluating the proposed substitute. Construction Manager and Architect/Engineer may require Contractor to furnish additional data about the proposed substitute.

I. Substitutions will not be considered for acceptance when:
   1. They will result in delay meeting construction milestones or completion dates.
   2. They are indicated or implied on submittals without formal request from Contractor.
   3. They are requested directly by subcontractor or supplier.
   4. Acceptance will require substantial revision of Contract Documents.
   5. They disrupt Contractor's job rhythm or ability to perform efficiently.

J. Substitute products shall not be ordered without written acceptance of Construction Manager and Architect/Engineer.

K. Construction Manager and Architect/Engineer will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

L. Accepted substitutions will be evidenced by a change order or Supplemental Instruction. All Contract requirements apply to Work involving substitutions.

1.6 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.
1.7 CONTRACTOR'S REPRESENTATION AND WARRANTY

A. Requests constitute a representation and warranty that Contractor:
   1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product
   2. Will provide the same warranty for substitution as for specified product
   3. Will coordinate installation and make other changes, which may be required for Work to be complete in all respects
   4. Waives claims for additional costs, which may subsequently become apparent
   5. Will compensate CLPCCD for additional redesign costs associated with substitution
   6. Will be responsible for Construction Schedule slippage due to substitution
   7. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution, which is subsequently rejected by Construction Manager
   8. Will compensate CLPCCD for all costs; including extra costs of Contract, extra cost to other contractors, and any claims brought against CLPCCD, caused by late requests for substitutions or late ordering of products.

1.8 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

1.9 CONSTRUCTION MANAGER'S AND ARCHITECT/ENGINEER'S DUTIES

A. Review Contractor's Request for Substitution (RFS) with reasonable promptness.
   1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
      a. Forms of Acceptance: Substitution Request Form.
      b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

B. Notify Contractor in writing of decision to accept or reject requested substitution.

1.10 COST OF REVIEW

A. Construction Manager and Engineer will record time required in evaluating substitutes proposed or submitted by Contractor. Whether or not Construction Manager or Architect/Engineer accepts the substitute item so proposed or submitted by Contractor, Contractor shall reimburse CLPCCD for the charges of Architect/Engineer and Construction Manager for evaluating each such proposed substitute item.

B. The CLPCCD reserves the right to waive the requirement of paragraph A above.
PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   a. Requested substitution meets applicable LEED requirements.
   b. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   c. Substitution request is fully documented and properly submitted.
   d. Requested substitution will not adversely affect Contractor's construction schedule.
   e. Requested substitution has received necessary approvals of authorities having jurisdiction.
   f. Requested substitution is compatible with other portions of the Work.
   g. Requested substitution has been coordinated with other portions of the Work.
   h. Requested substitution provides specified warranty.
   i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Substitutions submitted during the Bid Period will be required to include complete product data comparing and demonstrating equivalent performance, quality, warranty, and other salient characteristics of the specified products. Substitutions will be considered by the Owner after award of the Contract only if they result in sufficient cost or time savings to the Owner over the item specified, after the impact of additional cost and time to other elements of construction and the cost of redesign is taken into account.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   a. Requested substitution meets applicable LEED requirements.
   b. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   c. Requested substitution does not require extensive revisions to the Contract Documents.
   d. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   e. Substitution request is fully documented and properly submitted.
   f. Requested substitution will not adversely affect Contractor's construction schedule.
g. Requested substitution has received necessary approvals of authorities having jurisdiction.

h. Requested substitution is compatible with other portions of the Work.

i. Requested substitution has been coordinated with other portions of the Work.

j. Requested substitution provides specified warranty.

k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

**PART 3 - EXECUTION (NOT USED)**

- END OF SECTION -
**MATERIALS OR PRODUCT SUBSTITUTION REQUEST**

To:  

Specified Item:  

Section No.:  

Page No.:  

Paragraph No.:  

Description:  

Reason for Request:  

The undersigned requests consideration of the following **Proposed Substitution**:  

The attached data include product description, specifications, drawings, photographs, performance and test data required for evaluation of request; applicable portions of data are clearly identified.

Additionally, attached data include a description of changes to Contract Documents which proposed substitution will require for its proper installation. The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be readily available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item, as fully documented with this request.

Submitted by:  

Signature:  

Contractor:  

Address:  

Date:  

Phone #  

Attachments:  

Remarks:  

For Use by Architect:  

[ ] Returned Without Action.  

[ ] Accepted.  

[ ] Not Accepted.  

[ ] Accepted as noted.  

[ ] Received too late.

By:  

Date:  

Remarks:  

SUBSTITUTION PROCEDURES

01 2500 - 8  

DSA APPLICATION #01-111019
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 RELATED SECTIONS
A. Section 01 6000 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.4 MINOR CHANGES IN THE WORK
A. Architect will issue through Construction Manager supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on "Architect's Supplemental Instructions."

1.5 GENERAL
A. Any change in scope of work or deviation from Drawings or Specifications shall be accomplished only when authorized in writing by Construction Manager. As appropriate, change orders are subject to approval by the Division of the State Architect. Refer to section 4-338, Part 1, Title 24, California Code of Regulations.

B. Changes in scope of Work or deviation from Drawings or Specifications may be initiated only by the Contractor or the Construction Manager.
1. Contractor may initiate changes by submitting Requests for Information (RFI), Requests for Substitution (RFS), Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.
   a. RFI's shall be submitted to seek clarification of Contract Documents.
   b. RFS's shall be submitted in accordance with paragraph 4.8.2 of General Conditions to request substitution of materials or methods of execution.
c. Notices of Changes shall be submitted in accordance with paragraph 9.6 of General Conditions.

d. Notices of Hazardous Waste Conditions shall be submitted in accordance with paragraph 4.17 of General Conditions.

2. Contractor shall be responsible for its costs to implement and administer RFI's and RFS's throughout the Contract duration. Regardless of the number of RFI's submitted, Contractor will not be entitled to additional compensation. Contractor shall be responsible for both CLPCCD's and Architect's administrative costs for answering its RFI's where the answer could reasonably be found by reviewing the Contract Documents, as determined by CLPCCD; such costs will be deducted from progress payments.

3. Architect/Engineer may initiate changes by issuing a Supplemental Instruction (which shall require written approval of the Construction Manager).

4. Construction Manager may initiate changes by issuing Requests for Proposal (RFP) to Contractor. Such RFP's will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Times from Contractor.

1.6 PROCEDURE

A. Contractor shall submit RFI to Construction manager. Contractor shall reference each RFI to an activity on its Progress Schedule and note the time criticality of the RFI, indicating the time in which the response is required. Architect/Engineer shall respond by issuing a Clarification.

1. If Contractor is satisfied with the Clarification and does not request change in Contract Sum or Contract Times, then the Clarification shall be executed without a change.

2. If Contractor believes that the Clarification results in change in Contract Sum or Contract Times, Contractor shall notify Construction Manager who may then deny request for change or issue RFP.

B. Contractor shall submit RFS to Construction Manager who may then deny request or issue RFP.

C. Contractor shall submit Notices of Changes to resolve unanticipated conditions incurred in the execution of the Work. Procedures in Paragraph 9.6 of General Conditions shall be followed. If Construction Manager determines that a change in Contract Sum or contract Times is justified, Construction Manager shall issue RFP.

D. Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work. Procedures in Paragraph 4.17 of General Conditions shall be followed. If Construction Manager determines that a change in Contract Sum or contract Times is justified, Construction Manager shall issue RFP.

E. Architect/Engineer shall issue Supplemental Instruction to the Construction Manager who shall forward onto Contractor. Contractor shall not proceed with Supplemental Instruction until Construction Manager approves it in writing.

1. If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Times, then Supplemental Instruction shall be executed without a Change Order.

2. If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Times, Contractor shall notify Construction Manager. Construction Manager may then deny request for change, cancel Clarification or issue RFP.

F. Responses by recipients shall be within within fifteen (15) working days.
G. Contractor shall respond to Construction Manager's RFP within fifteen (15) working days by furnishing a complete breakdown of costs of both credits and extras; itemizing materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated.

H. Upon approval of RFP, Construction Manager will issue a Change Order directing Contractor to proceed with extra work.

I. Payment shall be made as follows:
   1. Change Orders which increase Contract Sum or Contract Times shall be included in next Contract Modification Form, signed by Construction Manager, accepted by Contractor.
   2. Payment shall be made for Change Order work along with other work in progress payment following completion of Change Order work. Partial completion of Change Order work shall be paid for that part completed during the period covered by the monthly payment request.

1.7 COST DETERMINATION

A. Total cost of extra work shall be the sum of labor costs, material costs, equipment rental costs and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra work, whether calculating Change Orders, RFIs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including misrepresentation, concealment, strict liability or negligence. No other costs arising out of or connected with the performance of extra work, of any nature, may be recovered by Contractor. No special, incidental or consequential damages may be claimed or recovered against CLPCCD, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

B. Overhead and Profit:
   1. Overhead shall be as defined in Article 1.08.

C. Taxes:
   1. Alameda County Sales Tax should be included.
   2. Federal and Excise Tax shall not be included.

D. Owner Operated Equipment

E. When owner-operated equipment is used to perform extra work, Contractor will be paid for equipment and operator as follows:
   1. Payment for equipment will be made in accordance with Paragraph 1.05. C.
   2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of work, whether or not owner-operator is actually covered by such an agreement.

1.8 COST BREAKDOWN

A. Labor - Contractor will be paid cost of labor for workers (including fore persons when authorized by Construction Manager) used in actual and direct performance of extra work. Labor rate, whether employer is Contractor, subcontractor or other forces, will be sum of following:
   1. Actual Wages - Actual wages paid shall be limited to the applicable prevailing wage rate for the classification of labor actually and reasonably necessary to complete a Change.
Prevailing wage rates shall be deemed to include all direct payment of wages to workers completing a Change and all employer burdens thereon, including without limitation all employer payments to or on behalf of workers for insurance (including without limitation, Commercial General Liability, Auto Liability and Workers Compensation) health and welfare, pension, vacation and other similar labor burdens.

2. Labor surcharge - Payments imposed by CLPCCD, County, State and Federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in subparagraph 1 above, such as taxes and insurances. Labor surcharge shall be as set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

B. Material - Only materials furnished by Contractor and necessarily used in performance of extra work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, subcontractor or other forces) from supplier thereof, except, as the following are applicable:

1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to CLPCCD notwithstanding fact that such discount may not have been taken.

2. For materials salvaged upon completion of extra work, salvage value of materials shall be deducted from cost, less discount, of materials.

3. If cost of a material is, in opinion of Construction Manager, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in subparagraph 1 above.

C. Equipment Rental: For Contractor or subcontractor-owned equipment, payment will be made at the lesser of actual rental rates or the rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of one hundred dollars ($100) or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be the time equipment is in operation on extra work being performed or on standby as approved by Construction Manager. The following shall be used in computing rental time of equipment:
   a. When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be one-half (1/2) hour of operation.
   b. When daily rates are listed, less than four (4) hours of operation shall be considered to be one-half (1/2) day of operation.

2. For equipment, which must be brought to Site to be used exclusively on extra work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
a. CLPCCD will pay for costs of loading and unloading equipment.

b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.

c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.

d. Payment for transporting, and loading and unloading equipment as above provided will not be made if equipment is used on Work in any other way than upon extra work.

3. Rental period shall begin at time equipment is unloaded at Site of extra work and terminate at end of day on which Construction Manager directs Contractor to discontinue use of equipment. Excluding Saturdays, Sundays, and legal holidays, unless equipment is used to perform extra work on such days, rental time to be paid per day shall be four (4) hours for zero (0) hours of operation, six (6) hours for four (4) hours of operation and eight (8) hours for eight (8) hours of operation, time being prorated between these parameters. Hours to be paid for equipment, which is operated less than eight (8) hours due to breakdowns, shall not exceed eight (8) less number of hours equipment is inoperative due to breakdowns.

D. Work Performed by Special Forces or Other Special Services

E. When Construction Manager and Contractor, by agreement, determine that special service or item of extra work cannot be performed by forces of Contractor or those of any subcontractors, service or extra work item may be performed by specialist. Invoices for service or item of extra work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impractical and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra work performed in such facility may, by agreement, be accepted as a specialist billing. Construction Manager must be notified in advance of all offsite work. To specialist invoice price, less credit to CLPCCD for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent (15%) in lieu of overhead and profit provided in Paragraph 1.04.B.

1.9 FORCE-ACCOUNT

A. If it is impracticable because of nature of work, or for any other reason, to fix an increase or decrease in price definitely in advance, Change Order may fix a maximum price which shall not under any circumstances be exceeded, and subject to such limitation, such alteration, modification or extra shall be paid for at actual necessary cost as determined by CLPCCD Authority, which cost shall be determined pursuant to Article 1.04, and shall be known as Force-Account work.

B. Whenever any Force-Account work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to Construction Manager each day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account work on preceding work day, and no claim for compensation for Force-Account work will be allowed unless report shall have been made.

C. Above described methods of determining payment for work and materials shall not apply to performance of work or furnishings of material, which, in judgment of Construction Manager, may properly be classified under items for which prices are established in Contract.
1.10 CLPCCD FURNISHED MATERIALS

A. CLPCCD reserves the right to furnish materials, as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

1.11 OVERHEAD DEFINED

A. The following constitutes charges that are included in overhead for all contract modifications, including Force-Account work:
   1. Drawings: field drawings, shop drawings, etc. including submissions of drawings
   2. Routine field inspection of work proposed
   3. General Superintendence
   4. General administration and preparation of change orders
   5. Computer services
   6. Reproduction services
   7. Salaries of project engineer, Construction Manager, superintendent, timekeeper, storekeeper and secretaries. Janitorial services. Temporary on-site facilities
      a. Offices
      b. Telephones
      c. Plumbing
      d. Electrical: Power, lighting
      e. Platforms
      f. Fencing, etc.
   8. Home office expenses and salaries of home office personnel
   9. Insurance and Bond premiums
   10. Procurement and use of vehicles and fuel used coincidentally in base bid work
   11. Surveying
   12. Estimating
   13. Protection of work
   14. Final cleanup
   15. Other incidental work

1.12 RECORDS AND CERTIFICATION

A. Force-Account (cost reimbursement) charges shall be recorded daily upon Cost Breakdown for Contract Modification Form obtained from Inspector. Contractor or authorized representative shall complete and sign form. Inspector shall sign form for approval. Contract Modification Form shall provide names and classifications of workers and hours worked by each, itemize materials used, and also list size type and identification number of equipment, and hours operated, and shall indicate work done by specialists.

B. No payment for Force-Account work shall be made until Contractor submits original invoices substantiating materials and specialist charges.
C. CLPCCD shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including Force-Account work, as set forth in General Conditions.

D. Further, CLPCCD shall have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, Contract. If Contractor is a joint venture, right of CLPCCD shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member.

1.13 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect through the Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Construction Manager are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

2. Within 20 days, unless specified on Proposal Request sooner after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   c. Include costs of labor and supervision directly attributable to the change.
   d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.14 ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.

2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.

4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 7 days of receipt of the
Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.

2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.15 CONSTRUCTION CHANGE DIRECTIVE


1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 FORMS

A. Attached to the end of this Section are the following forms for the Contractors use.


SAMPLE ONLY

COST BREAKDOWN FORM FOR CONTRACT MODIFICATION

One separate form shall be used by Contractor, each first tier subcontractor and each lower tier subcontractor. One form for each shall be used for each change order. One form for each, for each day shall be used for Force-Account work.
THIS SHEET IS INTENTIONALLY BLANK
COST BREAKDOWN FOR CONTRACTOR PRICE PROPOSAL

GENERAL CONTRACTOR FORM

PROJECT NUMBER: Bid 11-06

PROJECT NAME: Student Services & Administration Building, Las Positas College

CONTRACTOR:

CHANGE ORDER NUMBER: ______________________ DATE: ____________

CHANGE ORDER DESCRIPTION:

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<th>SUMMARY OF TOTAL COSTS</th>
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<td>2. Twelve percent (12%) of Line 1</td>
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<td>3. Sum of Lines 1 &amp; 2</td>
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<td>4. TOTAL MATERIAL COSTS</td>
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<td>6. Sum of Lines 5 &amp; 6</td>
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<td>9. Sum of lines 7 &amp; 8</td>
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<td>10. TOTAL OF SUBCONTRACTED COST</td>
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<td>11. Five percent (5%) of line 10</td>
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<td>12. Sum of Lines 10 &amp; 11</td>
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SUBTOTAL OF DIRECT COSTS & MARK-UP $ -
COST OF BONDS $ -
TOTAL OF CONTRACT MODIFICATION $ -

CONTRACT MODIFICATION PROCEDURES

01 2600 - 10

DSA APPLICATION #01-111019
COST BREAKDOWN FOR CONTRACTOR PRICE PROPOSAL
SHEET 2 OF 3

CONTRACTOR:

CHANGE ORDER NUMBER: __________________________  DATE: ____________

CHANGE ORDER DESCRIPTION:

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CONTRACT MODIFICATION PROCEDURES

DSA APPLICATION #01-111019
COST BREAKDOWN FORM FOR CONTRACT MODIFICATION
SHEET 3 OF 3

CHANGE ORDER NUMBER : ___________________________ DATE: __________

CHANGE ORDER DESCRIPTION:

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<tr>
<th>SUBCONTRACTOR</th>
<th>DESCRIPTION OF WORK SUBCONTRACTED</th>
<th>COST</th>
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</table>

TOTAL COST OF SUBCONTRACTED WORK (Transfers to Line 10 of Sheet 1) $ -

CONTRACTOR: ___________________________ Date: __________

VERIFIED BY INSPECTOR: ___________________________ Date: __________

CONTRACTOR OR AUTHORIZED REPRESENTATIVE: ___________________________

APPROVED BY INSPECTOR: ___________________________

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 RELATED SECTIONS
   A. Section 01 2600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   B. Section 01 3200 "Progress Schedules and Reports" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.4 DEFINITIONS
   A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.5 SCHEDULE OF VALUES
   A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
      1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
         a. Application for Payment forms with Continuation Sheets.
         b. Submittals Schedule.
         c. Contractor's Construction Schedule.
      2. Submit the Schedule of Values to Architect through Construction Manager at earliest possible date but no later than fourteen (14) days before the date scheduled for submittal of initial Applications for Payment.
3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

4. Sub-schedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work (such as parking garage and floor levels), provide subschedules showing values correlated with each element.

B. Format and Content: Schedule of Values shall appear similar to the following list, in addition to using the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.

C. Schedule of Values shall be detailed as a minimum to that as shown below (where items apply) and portions shall not be more largely grouped so as to reduce its length unless appropriate to the scope of the Work. Work for site, different phases of construction, each floor level and different structures shall be separated on the Schedule of Values,

1. Mobilization/Start-up is limited to 1% on contracts greater than $1,000,000 and 2-3% on contracts less than $1,000,000.

2. Schedule of Values shall as a minimum, include all item breakdown and requirements specified in this Section, include multiple line items for each specification Section in the Project Manual and include the following:
   
3. NOTE: The following is only a rough example of how the Schedule of Values should be displayed. Contractor to expand on the list below. The following does not include all categories and breakdowns as required by this section, however is meant to provide a beginning for the Schedule of Values.

   **Mobilization/Start-up**
   - Temporary Facilities
   - As Build Drawings/ Certified Site Survey
   - LEED Documentation
   - Scheduling

   **On-Site**
   - Site Survey
   - Site Mock-Up (for each trade and milestone)
   - HazMat Removal
   - Building Demolition
   - Site Demolition – Electrical
   - Site Demolition – Asphalt/ Concrete
   - Site Demolition – Fencing
   - Site Demolition – Misc.
   - Underground Utility Removal
   - Hauling Exports
Import Earthwork
Rough Grading
Storm Drain Piping
Storm Drain System Trim
Water/Waste Piping
Fire Sprinkler Piping & BFP
Landscape Planting
Landscape Irrigation
Tree Relocation
Finish Grading
Site Concrete
Site Furniture
Concrete (History Walk) Sandblasting
Concrete
Concrete Reinforcement
Masonry
Rough Framing
Misc. Lumber
Structural Steel/Metals
Exterior Sheathing
Hollow Metal Doors & Frames
Wood Doors
Windows
Glazing
Storefront & Entrances
Roof Hatches
Sheet Metal Roofing
Single Ply (or BUR) Roofing
Water Proofing –Foundation/Site
Insulation
Exterior Plaster
Caulking and Sealants
Drywall
Acoustical Ceiling
Paint/Wall Coverings
Ceramic Tile
Finish Flooring
Finish Hardware
Fire Extinguishers
Signage
Plumbing - Site
Plumbing – Rough In
Plumbing – Fixtures
D. Submit typed schedule on approved “Application and Certificate for Payment”, Continuation Sheet. Contractor’s standard form or electronic printout format may be considered, at Construction Manager/ Architect’s discretion.

1. Submit draft of AIA Document G703 Continuation Sheet.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar value.
1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.

6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
   a. Itemize Applications for Payment:
      1) Heading completed in full.
      2) Original contract sum.
      3) Change order summary completed.
      4) Net charge by change order.
      5) Contract sum to date.
      6) Total completed and stored to date.
      7) Retainage section completed.
      8) Total earned, less retainage.
      9) Amount of previous payments.
     10) Current payment due.
     11) Balance to finish.
     12) Notarized section completed.
     13) Schedule of Values completed.

7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Use information indicated in the Contract Documents to determine allowance sums and specific usage.

8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Review modifications during Draft Review of the Application for Payment during an on-site Progress Meeting.
   a. No change shall be made until contractor is in receipt of a fully executed Change Order.
1.6 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager and paid for by Owner.
   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Construction Manager will return incomplete applications without action.
   1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
   2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
   1. List of subcontractors.
   2. Schedule of Values.
   3. Contractor's Construction Schedule (preliminary if not final).
   4. Products list.
   5. Schedule of unit prices.
   7. List of Contractor's staff assignments.
   8. List of Contractor's principal consultants.
  11. Initial progress report.
  13. Certificates of insurance and insurance policies.
G. Application for Payment for progress payments. Submittals that must be made with each application include the following:
1. Submit lien waivers covering the payment that was paid to Contractor for the previous calendar month.
2. Submit updated monthly Schedule.
6. Material Invoices for Stored Materials on-site, as requested.
7. Consent of Surety to Supplemental Agreement for Stored Materials off-site, as requested.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. Coordination Drawings.
   2. Administrative and supervisory personnel.
   3. Project coordination.
   4. Workmanship.
   5. Incidental costs.
   6. Correspondence and Notices.
   7. Miscellaneous provisions.
   8. Damage and restoration.
   9. Requests for Information/Interpretation (RFIs).

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.
   1. A document submitted by the Contractor requesting clarification of a portion of the Contract Documents, hereinafter referred to as RFI.
   2. A properly prepared request for information / interpretation shall include a detailed written statement that indicates the specific Drawing(s) or Specification(s) in need of clarification and the nature of the clarification requested.
      a. Drawings shall be identified by Drawing number and location on the Drawing sheet.
      b. Specifications shall be identified by Section number, page and paragraph.
      c. Requests for Information: Request made by Contractor concerning information not indicated on Drawings nor contained in Project Manual that is required to properly perform the work.
      d. Requests for Interpretation: Request made by Contractor in accordance with the Contract for construction.
B. Improper RFI's:
   1. RFI's that are not properly prepared.
   2. Improper RFI's will be rejected by the Construction Manager and/or the Architect. The Contractor will be notified by the Construction Manager upon rejection of improper RFI's.

C. Frivolous RFI's:
   1. RFI's which request information that is clearly shown on the Contract Documents as determined by the Construction Manager.
   2. Contractor shall be warned if the RFI process is abused, it shall be the contractor’s responsibility to review all coordination questions, or relay information within the documents to subcontractors, vendors, and/or suppliers.
   3. The Contractor may be assessed $100.00 for each frivolous RFI at closeout if this abuse would continue.

D. Neither improper nor frivolous RFI's will be allowed as basis for Change Orders claiming additional costs and/or time extensions.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.
   4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Coordination scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
   1. Contractor to submit coordination Drawings and Submittals of GFRC panel color, finishes and profile 30 calendar days prior to placement of exposed cast-in-place concrete walls. Colors, finishes and profile are coordinated.

C. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements and installation of mechanical and electrical work, which are indicted diagrammatically on drawings. Follow route shown for pipes, ducts, and conduit, as closely as practicable: place runs parallel with line of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finished elements.

F. Submit a copy of site drawing and certificate signed by the Civil Engineer that the elevations and locations of the Work of separate Sections in preparation for Substantial Completion.

G. Coordinate completion and cleanup of Work of separate Sections in preparation for Substantial Completion.

H. After Owner occupancy of the Site, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

I. General - The Contractor will coordinate the project administration and contract control through the “Project Solve” project management software. The primary function of the project tracking system is to ensure timely processing and approval of all documentation and coordination with the project schedule. This system will provide uniform project information and reporting for the Architect/Engineers, Contractors and Construction Manager. The Contractor is required to utilize this system through the project website.

1. Project Solve, the project management tracking software shall be used by the Contractor to create and track at a minimum the following documents:
   a. Submittals
   b. RFI's
   c. Transmittals
   d. Meeting Minutes
   e. Change Order Information (i.e., Change Order Requests)

2. Contractor, Owner, Architect and Construction Manager will directly access the Project Solve Website electronically utilizing access through an Internet provider service.

3. Contractor is required to provide and maintain computer equipment, printing devices and an Internet provider service to access the project website.

4. Contractor shall utilize the Project Solve project website for transmitting RFIs and Submittals at no cost to the Contractor. Access information will be provided to the Contractor at the pre-construction meeting and training will be provided by the Program Manager.

5. Submittals - The Contractor is responsible for ensuring that submittals are logged into the system through the project website (refer to Section 01 33 00 - Submittals).

J. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
b. Indicate required installation sequences.
c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).

3. Submittal Copies:
   a. Submit three opaque copies of each submittal. Architect, through CM.
   b. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Architect and Construction Manager will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.

4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
   1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.7 WORKMANSHIP

A. Work shall be performed by craftsmen skilled and competent in their particular trade.

B. Workmanship shall be thorough, finished and complete in every detail for finest quality installations as intended under these specifications.

1.8 INCIDENTAL COSTS

A. In addition to GC 6.04 Liability of Contractor, 6.07 Protection of Contractor's Work and Property, and 6.11 Construction of All Provisions for Utilities:
   1. Utilities: Refer to Section 01 5000.
   2. Contractors and Subcontractors shall furnish at their own cost and expense all tools, consumable supplies, appliances, equipment, etc., necessary for execution of their work; and shall be responsible for care and guarding thereof.
3. Contractors and Subcontractors shall be entirely responsible for professional, trade, business or other licenses required by state statute or local government.

1.9 CORRESPONDENCE AND NOTICES

A. Clearly identify correspondence, notices and submittals with project name, subject and detailed references to drawings and specifications.

B. Notify Inspector or a Construction Manager two (2) working days in advance of required inspection.

1.10 MISCELLANEOUS PROVISIONS

A. Contractor shall immediately refer to the Construction Manager any requirement shown or specified which Contractor finds or believes:
   1. Is not equal to industry standards for achieving a first quality installation as intended;
   2. Is excessive in cost or effort to effect the intended results;
   3. Is below standard for proper enforcement of the guarantees required;
   4. Or, is at variance with governing laws, regulations, codes or standards.

B. Work operations relative to any matter referred to Architect for consideration shall not proceed until receipt of appropriate instructions from Architect.

C. Inspection of Work and Materials: Contractor shall immediately make a close and thorough inspection of all materials as delivered and all work in progress; shall promptly reject and return all defective materials and re-do; and shall check and verify adequate performance or satisfactory results of all tests and inspections before allowing sub-work to proceed.

D. Warranty Period: During warranty periods, supervise investigation and correction of failures of deficiencies found or occurring in the work.

E. Shop Fabricate and pre-assemble interrelated parts where possible.

F. Closing up of walls, partitions or furred spaces, backfilling and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.

G. Provide holes, slots, cutouts, blocking, screeds, nailers, chases and similar preparation as the work progresses, as required to receive or pass subsequent work without damage to previously completed work.

H. Exterior Work shall be made tight against direct or indirect entry of water into the concealed or interior spaces of the building. Seal joints or penetrations below grade or behind exterior trim and other conditions where water might enter the structure, as for exposed exterior work.

I. Structural Connections and Fasteners: Include as required for complete fabrication and installation of the work; of materials, types and sizes adequate for the purposes.
   1. Place in concealed or obscured locations where possible.
   2. Include suitable welding or brazing where required.
J. Powder Activated Fasteners: Limited to uses particularly shown, specified or approved by Architect. Operators shall be certified in accordance with California Industry Safety orders.

K. Ferrous Work permanently exposed to exterior or below grade shall be galvanized; related accessory members and fastening non-ferrous, galvanized or made rustproof by approved methods.

L. Galvanizing, prime painting and related touch-up and repair shall comply with requirements for metal fabricating and painting.

M. Isolation: Provide between ferrous and non-ferrous or dissimilar metal components to protect the work against electrolysis, as follows:
   1. For architectural work, provide cork fillers, asphaltic coatings, neoprene gaskets or similar separation as necessary; and use stainless steel fastenings only where interconnecting dissimilar parts.
   2. For mechanical and electrical work, provide dielectric unions or similar separation. In particular, provide isolation as necessary between exterior underground systems and interior above-grade systems where they meet dissimilar metals.

N. Prior to starting a particular type or kind of work, examine for relevant information, all contract documents and subsequent data issued to the project.

1.11 DAMAGE AND RESTORATION

A. Damage to previously existing or newly placed facilities caused by movement of equipment or other operations, whether accidental or made necessary by reason of Contract requirements, shall be restored or replaced as specified or directed by Architect.

B. Restoration shall be equal to the structural qualities or performance capacities of the original work, and finishes shall match the appearance of, as nearly as possible, like existing adjacent work. Restorations shall be subject to approval by Architect and shall be made as necessary at no added expense to Owner unless otherwise particularly provided for.

C. Work not properly restored or where not capable of being restored as intended under these Specifications shall be removed and replaced as directed by Architect at no added expense to Owner.

1.12 REQUESTS FOR INFORMATION/INTERPRETATION (RFI)

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

B. RFIs shall be submitted electronically via “Project Solve” with PDF attachments.
   1. Contractor shall make provisions to create and send RFIs electronically on site, including the ability to scan and attached hand written sketches and other documents.
2. Forms shall be completely filled out before submitting.
3. RFI's shall be submitted in numerical order with no breaks in the consecutive numbering.
4. Each page of attachments to RFI's shall bear the RFI number and shall be consecutively numbered in chronological order.

C. When the Contractor is unable to determine from the Contract Documents the material, process or system to be installed, the Architect shall be requested to make a clarification of the indeterminate item.
   1. Wherever possible, such clarification shall be requested at the next appropriate project meeting, with the response entered into the meeting minutes. When clarification at the meeting is not possible, either because of the urgency of the need, or the complexity of the item, Contractor shall prepare and submit an RFI to the Architect and Construction Manager.
   2. Contractor to use the form following the section.

D. Contractor shall endeavor to keep the number of RFI's to a minimum.

E. RFI's shall be originated by the Contractor.
   1. RFI's from subcontractors or material suppliers shall be submitted through, reviewed by, and signed by the Contractor prior to submittal to the Architect and Construction Manager.
   2. RFI's from subcontractors or material suppliers sent directly to the Construction Manager, Architect or the Architect's consultants shall not be accepted and will be returned unanswered.

F. Contractor shall carefully study the Contract Documents to assure that the requested information is not available therein. RFI's that request information available in the Contract Documents will be deemed either "improper" or "frivolous" as noted above.

G. In the cases where RFI's are issued to request clarification of coordination issues, for example, pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar items, the Contractor shall fully lay out a suggested solution using drawings or sketches drawn to scale, and submit same with the RFI.

H. RFI's shall not be used for the following purposes:
   1. To request approval of submittals,
   2. To request approval of substitutions,
   3. To request changes which are known to entail additional cost or credit. (A Change Order Request form shall be used.)
   4. To request different methods of performing work than those drawn and specified.

I. In the event the Contractor believes that a clarification by the Architect results in additional cost or time, Contractor shall not proceed with the work indicated by the RFI until a Change Order (or Construction Change Directive, if applicable to project) is prepared and approved. RFI's shall not automatically justify a cost increase in the work or a change in the project schedule.
   1. Answered RFI's shall not be construed as approval to perform extra work.
   2. Rejected RFI's will be returned with a stamp or notation: Rejected.

J. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
   1. Project name.
2. Date.
3. Name of Contractor.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
   a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

K. Hard-Copy RFIs: Form at end of this Section.
   1. Identify each page of attachments with the RFI number and sequential page number.

L. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
   1. Attachments shall be electronic files in Adobe Acrobat PDF format.

M. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and return it. Allow fourteen calendar days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
   1. The following RFIs will be returned without action:
      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for coordination information already indicated in the Contract Documents.
      d. Requests for adjustments in the Contract Time or the Contract Sum.
      e. Requests for interpretation of Architect's actions on submittals.
      f. Incomplete RFIs or RFIs with numerous errors.
   2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
   3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
      a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.

N. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.
O. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit and review log weekly with Architect and Construction Manager. Include the following:
1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect and Construction Manager.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's and Construction Manager's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

- END OF SECTION -
# REQUEST FOR INFORMATION

**RFI #:** ________________

**DATE:** ________________

**COST IMPACT**  Y / N  (Circle Once)

<table>
<thead>
<tr>
<th>Project: ___________________________</th>
<th>DWG REF: ___________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBJECT: ___________________________</td>
<td>SPEC REF: ___________________________</td>
</tr>
</tbody>
</table>

**QUESTION:**

**RESPONSE NEED BY:** __________________

**SUGGESTED SOLUTION:**

**SIGNATURE:** ___________________________  **DATE:** ____________

**ANSWER:**

**SIGNATURE:** ___________________________  **DATE:** ____________

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**PROJECT MANAGEMENT & COORDINATION**

**DSA APPLICATION #01-111019**

01 3100 - 11
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section describes the required meetings for this work. These meetings include:
   1. Pre-construction Conference
   2. Scheduling Meetings
   3. Progress Meetings
   4. Special Meetings

B. Related Sections
   1. Section 01 1100: Summary of Work
   2. Section 01 3200: Progress Schedules and Reports
   3. Section 01 3300: Submittal Procedures

1.3 PRECONSTRUCTION CONFERENCE

A. Construction Manager will call for and administer Pre-construction Conference at time and place to be announced. Conference will occur as soon after award as can be reasonably scheduled.

B. Contractor, all subcontractors, and major suppliers shall attend Pre-construction Conference.

C. Agenda will include, but not be limited to, the following items:
   1. Schedules
   2. Personnel
   3. Use of the Site
   4. Location of Contractor's on-site facilities
   5. Project access
   6. Employee parking
   7. Security
   8. Housekeeping
   9. Submittals
10. Inspection and testing procedures, on-site and off-site
11. Utility shutdown procedures
12. Control and reference point survey procedures
13. Injury and Illness Prevention Program
14. Contractor's Initial CPM Schedule

D. Construction Manager will distribute copies of minutes to attendees. Attendees shall have five (5) working days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of the Pre-construction Conference.

1.4 SCHEDULING MEETINGS

A. Meet with Construction Manager on Start Date of Contract and conduct initial review of Contractor's draft Shop Drawing and Sample Submittal Schedule, and draft Schedule of Values ("Schedule Review Meeting").

B. Authorized representative in Contractor's organization, designated in writing, who will be responsible for working and coordinating with Construction Manager's representative(s) relative to preparation and maintenance of Progress Schedule shall attend initial Schedule Review Meeting.

C. Contractor shall, within thirty (30) days from the Notice to Proceed date, meet with CLPCCD to review the Original CPM Schedule submittal.
   1. Contractor shall have its manager, superintendent, scheduler, and key subcontractor representatives, as required by CLPCCD, in attendance. The meeting will take place over a continuous one-day period.
   2. CLPCCD's review of Schedule Submittals will be limited to conformance to Contract requirements, including, but not limited to, coordination requirements. However, review may also include:
      a. Clarifications of Contract Requirements
      b. Directions to include activities and information missing from submittal
      c. Requests to Contractor to clarify its schedule
   3. Within five (5) days of the initial Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by CLPCCD at the meeting.

D. Construction Manager will administer scheduling meetings and shall distribute minutes of scheduling meetings to attendees. Attendees shall have five (5) working days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of the scheduling meetings.

1.5 PROGRESS MEETINGS

A. Construction Manager will schedule and administer Progress Meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Construction Manager.
   1. Meetings shall be held at Construction Manager's on-site office unless otherwise directed by Construction Manager.
2. Construction Manager will prepare agenda and distribute to Contractor, Inspector and Architect/Engineer 24 hours in advance of meeting.
3. Construction Manager will preside at meeting.
4. Construction Manager will record and distribute minutes to Contractor, Inspector, Architect/Engineer, all other participants, and those affected by decisions made at meeting, within three (3) working days after meeting. Attendees shall have five (5) working days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of progress meetings.

B. Progress Meetings shall be attended by Contractor's job superintendent, major subcontractors and suppliers, Construction Manager, Architect, Engineer (as needed), Inspector and others as appropriate to agenda topics for each meeting.

C. Agenda will contain the following items as appropriate:
   1. Review of work progress
   2. Status of Construction Schedule, adjustments
   3. Submittals
   4. Delivery schedules
   5. Utility shutdowns, traffic disruptions, and interferences with public scheduled during the subsequent 2 weeks
   6. Quality control
   7. Pending changes
   8. Substitutions
   9. Review of Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
   10. Other items affecting progress of work

D. A meeting will be held on approximately the 25th of each month to review the schedule update submittal and progress payment application.
   1. At this meeting, at a minimum, the following items will be reviewed:
      a. percent complete of each activity
      b. time impact evaluations for Change Orders and Time Extension Request
      c. actual and anticipated activity sequence changes
      d. actual and anticipated duration changes
      e. actual and anticipated contractor delays
   2. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.
   3. Contractor shall plan on progress meetings taking no less than four (4) hours.

1.6 SPECIAL MEETINGS

A. Special meetings may be called by any party by notifying all desired participants, Construction Manager, Architect, and Inspector four (4) working days in advance, giving reason for meeting. Special Meetings may be held without advance notice in emergency situations.
B. At any time during the progress of the Work, CLPCCD shall have authority to require Contractor to attend conference of any or all of the contractors engaged in the Work or in other work, and notice of such conference shall be duly observed and complied with by Contractor.

C. Contractors shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in the General Conditions. Construction Manager shall be given five (5) days written notice of coordination meetings. Contractors shall maintain minutes of coordination meetings. Attendees shall have five (5) working days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of the meetings.

D. Pre-installation meetings of manufactures’ warranty scope of work, i.e., roofing, water-proofing, curtain wall, etc.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.
1. Development of schedule, cost and manpower loading of the schedule and schedule updates, monthly payment requests and project status reporting requirements of the Contract shall employ computerized Critical Path Method (CPM) scheduling.
2. CPM Schedule shall be cost loaded based on Schedule of Values as approved by CLPCCD.
3. Submit schedules and reports as specified in General Conditions.
B. Upon Award of Contract, Contractor shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM schedule submittal requirements.

1.3 RELATED SECTIONS
A. Section 01 1100: Summary of Work
B. Section 01 3300: Submittals

1.4 QUALIFICATIONS
A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of Primavera Project Planner or Sure Track Project Manager CPM scheduling software. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose. After bid opening, the apparent successful low bidder shall provide CLPCCD a written verification that Contractor has the required personnel under its employ or that Contractor will employ the required CPM scheduling consultant.
1. The written statement shall identify individual who will perform CPM scheduling.
2. Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.
3. Required level of experience shall include at least two projects of similar nature, scope and value not less than three-fourths the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.

B. CLPCCD reserves right to approve Contractor's scheduler, or consultant, and right to reject them at any time. CLPCCD also reserves right to refuse replacement of Contractor's scheduler or consultant, if it believes such replacement will negatively affect Contract.

1.5 GENERAL

A. Progress Schedule shall be based on and incorporate milestones and completion dates specified in Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times as stated in Contract Agreement, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by CLPCCD. Any such agreement shall be formalized by a Change Order.
   1. CLPCCD is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion dates for the Contract Times.
   2. Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason (excepting approved changes with added time components) beyond completion date shown in earlier (advanced) schedule but within the Contract Times.
   3. A schedule showing the work completed in less than the Contract Times, which has been accepted by CLPCCD, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and Contract Substantial Completion. Project Float is a resource available to both CLPCCD and the Contractor.

C. Float Ownership: Neither CLPCCD nor Contractor owns float. The Project owns the float. As such, liability for delay of the Substantial Completion Date rests with the party whose actions, last in time, actually cause delay to the Substantial Completion Date.
   1. For example, if Party A uses some, but not all of the float and Party B later uses remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion Date.
   2. Party A would not be responsible for the time since it did not consume the entire float and additional float remained; therefore, the Substantial Completion Date was unaffected.

D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests associated with the changes. Responsibility for developing Contract CPM schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

E. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. CLPCCD's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon CLPCCD, or act to relieve Contractor of its responsibility for means and methods of construction.
F. Use Primavera Project Planner for Windows version 3.0 or later. Such software shall be compatible with Windows operating system. Contractor shall transmit contract schedule files to CLPCCD on CD-ROM or 3.5-inch high-density floppy disk at times requested by CLPCCD.

G. Transmit each item under form approved by CLPCCD.
   1. Identify Project with CLPCCD Contract number and name of Contractor and file by date, project, and update number.
   2. Provide space for Contractor's approval stamp and CLPCCD's review stamps.
   3. Submittals received from sources other than Contractor will be returned to the Contractor without CLPCCD's review.

1.6 INITIAL CRITICAL PATH METHOD (CPM) SCHEDULE

A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to ninety (90) calendar days after the Notice to Proceed.

B. Indicate detailed plan for the Work to be completed in first sixty (60) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond sixty (60) calendar days in summary form.

C. Initial CPM Schedule shall be time-scaled.

D. Initial CPM Schedule shall be cost and manpower loaded. Accepted cost and manpower-loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed sixty (60) calendar days.

E. CLPCCD and Contractor shall meet to review and discuss the Initial CPM Schedule within five (5) working days after it has been submitted to CLPCCD.
   1. CLPCCD's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements) and accepted CPM principals.
   2. Contractor shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by CLPCCD. Contractor shall resubmit Initial CPM Schedule if requested by CLPCCD.

F. If, during the first sixty (60) days after Notice-to-Proceed, the Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to CLPCCD a written Time Impact Evaluation (TIE) in accordance with Article 1.09 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

1.7 ORIGINAL CRITICAL PATH METHOD (CPM) SCHEDULE

A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work, in conformance with requirements as specified herein.

B. Progress Schedule shall include or comply with following requirements:
   1. Time scaled, cost and manpower loaded CPM schedule.
2. No activity on schedule shall have duration longer than fifteen (15) workdays, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by CLPCCD.
   a. Activity durations shall be total number of actual work days required to perform that activity.
   b. Activity coding capabilities to sort by responsibility, location, phase and CSI division.
3. The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
4. CLPCCD-furnished materials and equipment, if any, identified as separate activities.
5. Dependencies (or relationships) between activities.
6. Processing/approval of submittals and shop drawings for all Contract-required material and equipment. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
   a. Include time for submittals, resubmittals, and reviews by CLPCCD. Coordinate with accepted schedule for submission of shop drawings, samples and other submittals.
   b. Contractor shall be responsible for all impacts resulting from resubmittal of shop drawings and submittals.
7. Procurement of all contract required material and equipment, identified as separate activity.
   a. Include time for fabrication and delivery of manufactured products for the Work.
   b. Show dependencies between procurement and construction.
8. Complete activity description; what Work is to be accomplished and where.
9. The total cost of performing each activity shall be total of labor, material, equipment, excluding overhead and profit of Contractor. Total overhead and profit of the General Contractor shall be shown on a separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.
10. Resources required (labor) to perform each activity.
11. Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.
12. Identify the activities, which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to (10) days.
13. At least twenty (20) workdays for developing punch list(s), completion of punch list items, and final clean-up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
14. At least ten (10) work days for normal adverse weather days per each winter season defined as October 1st through March 31st, inclusive.
15. Interface with the work of other contractors, CLPCCD, and agencies such, as but not limited to, utility companies.
16. Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
   a. Also furnish for each Subcontractor, as determined by CLPCCD, submitted on Subcontractor letterhead a statement certifying that Subcontractor concurs with Contractor's Original CPM Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.
b. Subcontractor schedules shall be independently derived and not a copy of Contractor's schedule.

c. In addition to Contractor's schedule and resource loading, obtain from electrical, mechanical and plumbing Subcontractors, and other subcontractors as required by CLPCCD, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.

d. Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to CLPCCD. CLPCCD shall be permitted to attend scheduled meetings as an observer.

17. Activity durations shall be in Workdays.
18. Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays.

C. Original CPM Schedule Review Meeting: Contractor shall, within thirty (30) days from the Notice to Proceed date, meet with CLPCCD to review the Original CPM Schedule submittal.

1. Contractor shall have its Construction Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by CLPCCD, in attendance. The meeting will take place over a continuous one-day period.

2. CLPCCD's review will be limited to submittal's conformance to Contract requirements, including, but not limited to, coordination requirements. However, review may also include:
   a. Accepted critical path method principles and tenets.
   b. Clarifications of Contract Requirements.
   c. Directions to include activities and information missing from submittal.
   d. Requests to Contractor to clarify its schedule.

3. Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by CLPCCD at the Meeting.

1.8 ADJUSTMENTS TO CRITICAL PATH METHOD (CPM) SCHEDULE

A. Adjustments to Original CPM Schedule: Contractor shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for CLPCCD's review.

1. CLPCCD, within ten (10) days from date that Contractor submitted the revised schedule, will either:
   a. accept schedule and cost and resource loaded activities as submitted, or
   b. advise Contractor in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for CLPCCD to monitor Project's progress, resources and status or evaluate monthly payment request by Contractor.

2. CLPCCD may accept schedule with conditions that the first monthly CPM schedule update be revised to correct deficiencies identified.

3. When schedule is accepted, it shall be considered as the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.

4. CLPCCD reserves right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or
approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.

B. Acceptance of Contractor's schedule by CLPCCD will be based upon schedule's compliance with Contract requirements and accepted CPM principles.
   1. By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.
   2. Upon submittal of schedule update, updated schedule shall be considered "current" CPM schedule.
   3. Submission of Contractor's schedule to CLPCCD shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed work.

C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.

D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Contractor and transmitted to CLPCCD for the record.

1.9 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Contractor's Original CPM Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any pre-approved changes to planned activities or logic.
   1. Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.
   2. Each update shall continue to show all work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.

B. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.
   1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; Time impact evaluations for Change Orders and Time Extension Request; anticipated activity sequence changes; anticipated duration changes; actual and anticipated contractor delays.
   2. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.
   3. Contractor shall plan on the meeting taking no less than four (4) hours.

C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated CPM Schedule update.

D. Within five (5) work days of receipt of above noted revised submittals, CLPCCD will either accept or reject monthly schedule update submittal.
1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by the Contractor. The schedule update shall be submitted as part of the Contractor's Application for Payment.

2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.

E. Updating, changing or revising of any report, curve, schedule or narrative submitted to CLPCCD by Contractor under this Contract, nor CLPCCD's review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract.

1.10 SCHEDULE REVISIONS

A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the schedule, the Contractor shall provide CLPCCD with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.

C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by CLPCCD. CLPCCD may request further information and justification for schedule revisions and Contractor shall, within three (3) days, provide CLPCCD with a complete written narrative response to CLPCCD's request.

D. If the Contractor's revision is still not accepted by CLPCCD, and the Contractor disagrees with CLPCCD's position, the Contractor has seven (7) calendar days from receipt of CLPCCD's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of CLPCCD's written rejection of a schedule revision shall be contractually interpreted as acceptance of CLPCCD's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding CLPCCD's position.

E. At CLPCCD's discretion, the Contractor can be required to provide subcontractor certifications of performance regarding proposed schedule revisions affecting said subcontractors.

1.11 RECOVERY SCHEDULE

A. If the Schedule Update shows a substantial completion date fourteen (14) calendar days beyond the Contract Substantial Completion date, or individual milestone completion dates, the Contractor shall submit to CLPCCD the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by CLPCCD.

C. If the Contractor's revisions are not accepted by CLPCCD, CLPCCD and the Contractor shall follow the procedures in paragraph 1.08.C, 1.08.D and 1.08.E above.

D. At CLPCCD's discretion, the Contractor can be required to provide subcontractor certifications for revisions affecting said subcontractors.

1.12 TIME IMPACTS EVALUATION (TIE) FOR CHANGE ORDERS, AND OTHER DELAYS

A. When Contractor is directed to proceed with changed work which the Contractor considers time-impacting, the Contractor shall prepare and submit, within fourteen (14) calendar days from the direction to proceed, a Time Impact Evaluation (TIE) which includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current schedule update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable CLPCCD to evaluate the impact of changed work to the scheduled critical path.

B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

C. Contractor shall be responsible for all costs associated with the preparation of Time Impact Evaluations, and the process of incorporating them into the current schedule update. The Contractor shall provide CLPCCD with 4 copies of each TIE.

D. Once agreement has been reached on a TIE, the Contract Times will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Times may be extended in an amount CLPCCD allows, and the Contractor may submit a claim for additional time claimed by contractor.

1.13 TIME EXTENSIONS

A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with Articles 1.12 and 1.15 of Contract Document General Conditions.

B. Where an event for which CLPCCD is responsible impacts the projected Substantial Completion date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor; equipment and material the Contractor would expend to mitigate CLPCCD caused time impact. The Contractor shall submit its mitigation plan to CLPCCD within 14 calendar days from the date of discovery of said impact. The Contractor is responsible for the cost to prepare the mitigation plan.

C. Failure to request time, provides TIE, or provides the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
D. No time will be granted under this Contract for cumulative effect of changes.

E. CLPCCD will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

G. If the Contractor does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

1.14 SCHEDULE REPORTS

A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.

B. Required Reports:
   1. Two (2) activity-listing reports: one sorted by activity number and one by total float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, float, responsibility code and the logic relationship of activities.
   2. Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value to-date, previous payments and amount earned for current update period.
   3. Schedule plots presenting time scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
   4. Cash flow report calculated by early start, late start and indicating actual progress. Provide an exhibit depicting this information in graphic form.

C. Furnish CLPCCD with report files on CD ROM containing all schedule program files.

1.15 PROJECT STATUS REPORTING

A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.

B. Contractor shall prepare monthly written narrative reports of status of Project for submission to CLPCCD. Written status reports shall include:
   1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
   2. Progress made on critical activities indicated on CPM schedule.
   3. Explanations for any lack of work on critical path activities planned to be performed during last month.
   4. Explanations for any schedule changes, including changes to logic or to activity durations.
   5. List of critical activities scheduled to be performed next month.
6. Status of major material and equipment procurement.
7. Any delays encountered during reporting period.
8. Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by CLPCCD at no additional cost.
9. Status reports, and the information contained therein, shall not be construed by the Contractor as claims, notice of claims, notice of delay, or requests for changes or compensation.

1.16 WEEKLY SCHEDULE REPORT

A. At the Weekly Progress Meeting, the Contractor shall provide and present a time scaled four (4) week schedule one (1) week behind and three (3) week look ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

1.17 DAILY CONSTRUCTION REPORTS

A. On a daily basis, Contractor shall submit a daily activity report to CLPCCD for each workday, including weekends and holidays, when worked. Contractor shall develop the daily construction reports on a computer generated data-base capable of sorting daily Work, manpower and man-hours by Contractor, Subcontractor, area, sub area, and change order work. Upon request of CLPCCD, furnish computer disk of this database. Obtain CLPCCD's written approval of daily construction report data base format prior to implementation. Include in report:
1. Project name and Project number.
2. Contractor's name and address.
3. Weather, temperature and any unusual site conditions.
4. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
5. Worker quantities for its own Work force and for Subcontractors of any tier.
6. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

1.18 PERIODIC VERIFIED REPORTS

A. The Contractor shall complete and submit the Final Verified Report required by DSA. In addition to other conditions precedent to Final Payment, the Contractor's completion and submission of the Final Verified Report is an express condition precedent to the District's obligation to make the Final Payment. In addition to completion and submission of the Final Verified Report, as a material obligation under the Contract Documents, the Contractor shall comply all DSA requests for reports or other data relating to the Work, the status thereof or conformity of the Work to the Contract Documents.

PART 2 - PRODUCTS (NOT USED)
PART 3 - EXECUTION (NOT USED)

- END OF SECTION -
- SECTION 01 3233 -

PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. This Section includes administrative and procedural requirements for the following:
      1. Preconstruction photographs.
      2. Final Completion construction photographs.
      3. Periodic construction photographs.

1.3 RELATED SECTIONS
   A. Section 01 3300 "Submittal Procedures" for submitting photographic documentation.
   B. Section 01 7700 "Closeout Procedures" for submitting photographic negatives, digital media and construction videotapes as Project Record Documents at Project closeout.
   C. Section 02 4119 "Selective Structure Demolition" for photographic documentation before selective demolition operations commence.

1.4 USAGE RIGHTS
   A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation, if photographer is a professional.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA
   A. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1600 by 1200 pixels.
PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
   1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
   1. Date and Time: Include date and time in filename for each image.
   2. Upload copies to “Project Solve” monthly with digital images dated and with titled labels for Owner, Architect and Construction Manager’s use and review.
   3. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect.

C. Preconstruction Photographs: Before starting construction, take color digital photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Construction Manager.
   1. Flag excavation areas and construction limits before taking construction photographs.
   2. Take eight photographs to show existing conditions adjacent to property before starting the Work.
   3. Take twelve photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
   4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

D. Final Completion Construction Photographs: Take sixteen (16) color photographs after date of Substantial Completion for submission as Project Record Documents. Architect will direct photographer for desired vantage points.
   1. Do not include date stamp.

E. Periodic Construction Photographs: Take 12 color, digital photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

F. Construction Manager-Directed Construction Photographs: From time to time, Construction Manager will instruct photographer about number and frequency of color, digital photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

- END OF SECTION -
- SECTION 01 3300 -

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals including:
   1. Procedures
   2. Schedule of Shop Drawing and Sample Submittals
   3. Safety Plan
   4. Progress Schedule
   5. Product Data
   6. Shop Drawings
   7. Samples
   8. Quality Control Submittals
   9. Design Data
   10. Test Reports
   11. Certificates
   12. Manufacturers’ Instructions
   13. Machine Inventory Sheets Operations and Maintenance Manuals Computer Programs
   14. Project Record Documents
   15. LEED Submittals

1.3 RELATED SECTIONS

A. Section 01 11 00: Summary of Work

B. Section 01 1150 "Electronic Drawings"

C. Section 01 2500 “Substitution Procedures”.

D. Section 01 26 00: Contract Modification Procedures
E. Section 01 2900 "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.

F. Section 01 3100 "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.

G. Section 01 3200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.

H. Section 01 3233 "Photographic Documentation" for submitting construction photographs.

I. Section 01 35 45 “Environmental Procedures and Documentation”.

J. Section 01 4000 "Quality Requirements" for submitting test and inspection reports and for mockup requirements.

K. Section 01 7700 "Closeout Procedures" for submitting warranties.

L. Section 01 7839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

M. Section 01 7823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.

N. Section 01 7900 "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.

### 1.4 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Architect's responsive action.

B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

### 1.5 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings are always through Architect for Contractor's use in preparing submittals. Files are used as background use only.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

   a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 work days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.

2. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

E. Submit at own expense, a minimum of two (2) printed sets or copies and one (1) electronic PDF set-Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Quality Control Data, Machine Inventory Sheets, Operations and Maintenance Manuals, Computer Programs, and Project Record Documents required by the Contract Documents.

F. Transmit each item with a standard letter of transmittal in form approved by Construction Manager.

G. Identify project, Contractor, subcontractor, major supplier, pertinent drawing sheet and detail number, and specification section number as appropriate. Provide space for Contractor, Construction Manager and NE review stamps.

H. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data, which are applicable to this project.

I. Submit Shop Drawings, Samples and other submittals to Construction Manager for review and approval by Architect/Engineer in accordance with accepted schedule of Shop Drawings and Samples submittals. If no such schedule is agreed upon, then all Shop Drawing, Samples and product data submittals shall be completed within ninety (90) days after receipt of Notice to Proceed from CLPCCD.

J. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show Architect/Engineer the materials and equipment Contractor proposes to provide and to enable Architect/Engineer to review the information for the limited purposes specified below. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as Architect/Engineer may require enabling Architect/Engineer to review the submittal. The number of each Sample to be submitted will be as specified in the Specifications.

K. At the time of each submission, Contractor shall give Construction Manager, Architect/Engineer, and Inspector specific written notice of all variations, if any; that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication separate from the submittal. In addition, Contractor shall cause a specific notation to be made on each Shop Drawing and Sample submitted to Construction Manager for review and approval of each such variation by Architect/Engineer. The Architect/Engineer may make adjustments to submittals that may result in changes to the contract. The appropriate change order request should be prepared by the Contractor within ten (10) days of receipt of submittals.
L. If CLPCCD accepts deviation, CLPCCD shall issue appropriate Contract Modification.

M. Submittal coordination and verification is responsibility of Contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
3. All information relative to Contractor's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

N. Contractor shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

O. Contractor's submission to Construction Manager of a Shop Drawing or Sample submittal will constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Contractor's review and approval of that submittal.

P. Designation of work "by others", if shown in submittals, shall mean that work will be responsibility of Contractor rather than subcontractor or supplier who has prepared submittals.

Q. After review by Architect/Engineer of each of Contractor's submittals, one electronic set will be returned to Contractor with actions defined as follows:

1. NO ACTION TAKEN – Submittal is unreviewed.
2. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute approval or deletion of specified or required items not shown on the submittal.
3. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as 2. above, except that minor corrections as noted shall be made by Contractor.
4. REVISE AND RESUBMIT - Rejected because of major inconsistencies or errors which shall be resolved or corrected by Contractor prior to subsequent review by Architect/Engineer.
5. REJECTED (RESUBMIT) - Submitted material does not conform to Plans and Specifications in major respect, i.e.: wrong size, model, capacity, or material.

R. It is considered reasonable that Contractor shall make a complete and acceptable submittal at least by second submission.

1. CLPCCD reserves the right to deduct monies from payments due Contractor to cover additional costs of Architect's/Engineer's review beyond the second submission. Illegible submittals will be rejected and returned to Contractor for resubmission.

S. Favorable review will not constitute acceptance by CLPCCD or Architect/Engineer of any responsibility for the accuracy, coordination and completeness of the submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back check comments, corrections, and modifications from CLPCCD's or Architect's/Engineer's review before fabrications. Submittals may be prepared by Contractor, subcontractors, or suppliers, but Contractor shall ascertain that submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of

SUBMITTAL PROCEDURES

01 3300 - 4
installation. Architect/Engineer's review will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Favorable review of submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by Architect/Engineer or CLPCCD, or any officer or employee thereof, and Contractor shall have no claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Favorable review shall be considered to mean merely that Architect/Engineer or CLPCCD has no objection to Contractor using, upon his own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.

T. Architect's/Engineer's review will not extend the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

U. Submit complete initial submittal for those items where required by individual specification Sections. Complete submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in technical specifications, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial submittal, when complete submittal is required, submittal may be returned to Contractor without review.

V. It shall be Contractor's responsibility to copy, conform and distribute reviewed submittals in sufficient numbers for Contractor's files, subcontractors and vendors.

W. After Architect/Engineer review of submittal, revise and resubmit as required. Identify changes made since previous submittal.
1. Begin no fabrication or work, which require submittals until return of submittals not requiring resubmittal.
2. Normally, submittals will be processed and returned to Construction Manager within fifteen (15) working days of receipt by Architect. The processing time spent to review submittals by Construction Manager shall be in addition to the fifteen (15) days.
3. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.6 SCHEDULE OF SHOP DRAWING, DSA DEFERRED APPROVAL SUBMITTALS AND SAMPLE SUBMITTALS

A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by General Conditions. Submit two (2) copies and one (1) electronic PDF of final and accepted schedule of submittals of shop drawings and samples as required by General Conditions, and in no event later than thirty (30) days following Notice of Award.

B. Schedule of Shop Drawing and Sample Submittals will be used by Architect/Engineer to schedule their activities relating to review of submittals. Schedule of submittals shall indicate a spreading out of submittals and early submittals of long lead-time items and of items, which require extensive review.
C. Schedule of Shop Drawing and Sample Submittals shall be reviewed by Construction Manager and shall be revised and resubmitted until accepted by Construction Manager.

D. DSA Deferred Approval Submittals shall be prepared for review by the Architect/Engineer within 30 days of receipt of Notice to Proceed. Contractor shall promptly make corrections to documents for Architect to submit to DSA for approval. Contractor shall have the sole responsibility for obtaining DSA approval via the Architect’s office for all deferred approval submittals in a timely manner. There will be no time extensions granted for delay in obtaining such approval.

1.7 SAFETY PLAN

A. Submit three (3) copies and one (1) electronic PDF of Safety Plan specific to this Contract to Construction Manager within fifteen (15) calendar days after Start Date of the Contract Times.

B. One (1) copy of accepted Safety Plan will be returned to Contractor.

C. No on-site work shall be started until Safety Plan has been reviewed and accepted by CLPCCD. Acceptance of Safety Plan shall not affect Contractor's responsibility for maintaining a safe working place and instituting safety programs in connection with project in full compliance with local, state and federal regulations.

1.8 PROGRESS SCHEDULE

A. Schedule all items requiring Architect action for submission during first 25 percent of construction period.

B. See Section 01 3200 “Progress Schedules and Reports” for schedule and report requirements.

C. Submit one three (3) print copies and one (1) electronic PDF of schedule at each of the following items:
   1. Initial CPM Schedule at the Pre-construction Conference.
   2. Original CPM Schedule within thirty (30) days of Notice to Proceed (NTP).
   3. Adjustments to the CPM Schedule as required.
   4. CPM Schedule updates monthly, five (5) days prior to monthly progress meeting.

D. Submit two (2) copies and one (1) electronic PDF copy of the reports listed in Section 01 3200 “Progress Schedules and Reports” with:
   1. Initial CPM Schedule
   2. Original CPM Schedule
   3. Each monthly Schedule update

E. Progress Schedules and Reports shall be submitted electronically, in addition to hard copies as specified above.

1.9 QUALITY CONTROL SUBMITTALS

A. Design Data: Not applicable.
B. Test Reports: Three (3) copies minimum. One (1) copy will be marked with Architect's/Engineer's review comments and returned to Contractor.
   1. Indicate that material or product conforms to or exceeds specified requirements.
   2. Reports may be from recent or previous tests on material or product, but must be acceptable to Construction Manager. Comply with requirements of each individual specification Section.

C. Certificates: Three (3) copies minimum. One (1) copy will be marked with Architect's/Engineer's review comments and returned to Contractor.
   1. Indicate that material or product conforms to or exceeds specified requirements.
   2. Submit supporting reference data, affidavits, and certifications as appropriate.
   3. Certificates may be recent or from previous test results on material or product, but must be acceptable to Construction Manager.

D. Manufacturers' Instructions: Three (3) copies minimum. One (1) copy will be marked with Architect's/Engineer's review comments and returned to Contractor.
   1. Include manufacturer's printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
   2. Identify conflicts between manufacturer's instructions and Contract Documents.

1.10 COMPUTER PROGRAMS

A. When any equipment requires operation by computer programs, submit copy of program on appropriate diskette plus all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Provide required licenses to CLPCCD at no additional cost.
   1. Include at least three (3) years prepaid software license renewals, which includes software upgrades and updates.

1.11 PROJECT RECORD DOCUMENTS

A. Submit one copy of each of the Project Record Documents listed in Section 01 70 00 Contract Closeout.

1.12 DELAY OF SUBMITTALS

A. Delay of submittals by Contractor is considered avoidable delay. Liquidated damages incurred because of late submittals will be assessed to the Contractor.

PART 2 - PRODUCTS

2.1 SUBMITTALS

A. Within fifteen (15) calendar days after Start Date of the Contract Times submit two (2) copies and one (1) electronic PDF of complete list of substitutions of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
LAS POSITAS COMMUNITY COLLEGE, STUDENT SERVICES & ADMINISTRATION BUILDING
LIVERMORE, CALIFORNIA

B. Contractor shall be responsible for and make all submissions.
   1. Submit items specified herein to Architect and Construction Manager.
   2. Transmit all items on the Owner’s approved Transmittal Form, found at the end of this section.
   3. Identify each transmittal using the 5-digit specification number, i.e., metal handrails might be numbered 05 5000, along with an individual submittal number for each section number. Submittal numbers shall be sequential. If returning submittal “12” for re-submission, second submission would be identified as “12A”. Should submittal be rejected multiple times (12b, 12c, etc), the Contractor may be required to reimburse the Owner/Architect for labor to review subsequent submissions.
   4. Develop, for maintenance by the Construction Manager, a schedule of all submittals and their status. Refer to Paragraph 1.3 below. The schedule will be reviewed each week at the project meeting.

C. Transmittals, shop drawings, or samples submitted to Architect shall have the Contractor's stamp on it with his signature and be marked "approved." Contractor's stamp on these items indicates that Contractor has performed the following:
   1. Verified field dimensions and quantities.
   2. Verified field construction criteria, materials, catalog numbers and similar data.
   4. ITEMS NOT STAMPED BY THE CONTRACTOR WILL BE RETURNED UNREVIEWED.

D. Indicate any item, component, material or portion of Work, which deviates from Contract Documents. Unless such departures are accepted as indicated in paragraph "Review" below, such departures will not be permitted.

E. Make submittals sufficiently in advance of data required to allow Architect reasonable time for review and additional resubmission and review cycles if necessary.
   1. Items submitted without Contractor's review stamp will be returned, without action, for resubmission.
   2. Items not submitted in accordance with provisions of this Section will be returned, without action, for resubmission.
   3. Submissions on items not approved for use by specifications or addenda will be rejected.
   4. Drawings transmitted by other than the Prime Contractor will be returned to the Prime Contractor without action of any kind. Drawings will not be returned to subcontractors.

2.2 SUBMITTALS – PRODUCT DATA

A. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

B. Tabulate products by specification section number.

C. Supplemental Data:
   1. Submit number of copies, which Contractor requires, plus two (2) copies, which will be retained by Construction Manager.
2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.

D. Provide copies for Project Record Documents described in Section 01 70 00 Contract Closeout.

2.3 SUBMITTALS - SHOP DRAWINGS

A. Identify drawings with manufacturer, item, use, type, project designation, specification section or drawing detail reference.

B. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.

C. For 8-1/2 inch by 11 inch and 11 inch by 17-inch sheets, submit a minimum of two (2) copies and one (1) electronic PDF copy.


E. Original sheet or reproducible transparency will be marked with Architect's/Engineer's review comments and returned to Contractor.

F. Each sheet/copy must include project name and project number and bid number on all sheets.

G. Mark each copy to identify applicable Products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.

H. Include manufacturers' installation instructions when required by specification section.

I. Submit a copy of the Shop Drawing Transmittal Form with each submittal and resubmittal.

2.4 SUBMITTALS - SAMPLES

A. Identify samples with manufacturer's name, item, use, type, project designation, specification section or drawing detail reference, color, range, texture, finish and other pertinent data.

1. Submit samples to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.

B. Submit full range of manufacturers’ standard colors, textures, and patterns for Construction Manager's selection.

C. Submit a minimum of six (6) samples unless otherwise specified in the construction documents.

D. Sizes: Unless otherwise specified, provide the following:

1. Paint Chips: Manufacturers’ standard
2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
3. Linear Products: Minimum 6 inches, maximum 12 inches long
4. Bulk Products: Minimum 1 pint, maximum 1 gallon
E. Full size samples may be used in Work upon approval.

F. Mock-ups:
1. Erect field samples and mock-ups at Project site in accordance with requirements of Specification sections.
2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Construction Manager.
3. Approved field samples and mock-ups may be used in Work upon approval.

G. Architect may, at his option, retain samples for comparison purposes until completion of Work.
1. Samples will be returned or may be used in the Work unless the technical section specifically indicates otherwise.
2. Remove samples when directed.
3. Pay all costs of furnishing or constructing, and removing samples.

H. Resubmit samples of rejected items.

I. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

J. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR’S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor’s approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
3.2 ARCHITECT REVIEW

A. General: Architect and Construction Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

C. Reproduce and distribute submittals that the Architect reviews and stamps as follows, to indicate the action taken:
   1. Reviewed: Where submittal is marked "Reviewed," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
   2. Reviewed -- Additional Information Required: Where submittal is marked "Reviewed -- Additional Information Required," the information submitted has been reviewed and approved as noted. However, additional information as noted and/or required by Contract Documents needs to be submitted.
   3. Make Corrections As Noted: When submittal is marked "Furnish As Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
   4. Submit Specified Item: When submittal is marked "Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
      a. Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
   5. Rejected: When submittal is marked "Rejected," information submitted is not in compliance with Contract Documents. Resubmit submittal as required by Contract Documents.

D. Contractor shall retain 1 copy of each "Reviewed," "Reviewed -- Additional Information Required" or "Furnish as Corrected" submittal on file at the job site.

E. Architect shall retain 1 copy of each "Reviewed," "Reviewed -- Additional Information Required" or "Furnish as Corrected" submittal in the project file.

F. Contractor shall resubmit items stamped "Revise and Resubmit" or "Rejected" by Architect.
   1. Provide a print of previous drawing with resubmission for comparison.
   2. Add letter suffix to previous transmittal number, to indicate resubmission.
   3. It shall be the Contractor's responsibility to assure that previously approved documents are destroyed when they are superseded by a resubmittal.

G. Architect review is general and does not:
   1. Permit departure from Contract Documents.
   2. Relieve Contractor from responsibility for errors in detail, in dimensions or related items.
   3. Approve departure from previous instructions or details.
4. Relieve Contractor of the responsibility to provide all components, wiring, etc., required to make item operable or usable.
5. Imply acceptance of items for which no data is submitted.

H. For items constituting a departure from Contract Documents see Section 01 2500.

I. Reviewed samples submitted or constructed and approved by Architect constitute criterion for judging completed work. Finish work or items not equal to samples will be rejected.

J. Start of work which requires submittals, prior to return of submittals with Architect or Owner's stamp indicating review and approval is at Contractor's risk.

3.3 DISTRIBUTION

A. Contractor shall copy and distribute all "Reviewed," "Reviewed -- Additional Information Required" or "Furnish as Corrected" submittals, including one copy to the Owner.
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 RELATED SECTIONS

A. Section 01 3200 "Construction Progress Documentation" for developing a schedule of required tests and inspections.

B. Section 01 7329 "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.

C. Divisions 2 through 33 Sections for specific test and inspection requirements.
1.4 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Construction Manager.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.5 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Specification Section number and title.
   2. Description of test and inspection.
   3. Identification of applicable standards.
   4. Identification of test and inspection methods.
   5. Number of tests and inspections required.
   6. Time schedule or time span for tests and inspections.
   7. Entity responsible for performing tests and inspections.
   8. Requirements for obtaining samples.
   9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.
   8. Complete test or inspection data.
   9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Construction Manager.
2. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
   a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.8 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner's employment of Testing and Inspection agency shall not in any way relieve Contractor from obligation to perform Work in accord with the Contract Documents. Review, or inspection of the Work or materials by Testing Agency, or failure to do so, shall neither constitute acceptance on Owner's part not waiver of Owner's right to future review or inspection.
2. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
7. Retain first subparagraph below where cost of quality-control services must be included in the Contract Sum and where Owner wants to retain control of these services over certain construction operations.

8. Payment for these services will be made by Owner.

9. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Purpose: Independent testing agency services are required to provide unbiased quality control information necessary to protect interests of Owner and to furnish such technical knowledge as is beneficial to the project.

C. Manufacturer’s Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section “Submittal Procedures.”

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor’s responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Construction Manager and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Construction Manager and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.

5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.

2. Incidental labor and facilities necessary to facilitate tests and inspections.

3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.

4. Facilities for storage and field curing of test samples.

5. Delivery of samples to testing agencies.

6. Preliminary design mix proposed for use for material mixes that require control by testing agency.

7. Security and protection for samples and for testing and inspecting equipment at Project site.
G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
   1. Distribution: Distribute schedule to Owner, Construction Manager and Architect and Geotechnical Engineer testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
   1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
   2. Notify Construction Manager and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
   3. Submitting a certified written report of each test, inspection, and similar quality-control service to Construction Manager with copy to Contractor and to authorities having jurisdiction.
   4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
   5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
   6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Construction Manager's reference during normal working hours.
3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes regulatory requirements applicable to Contract.

1.3 REFERENCES TO REGULATORY REQUIREMENTS

A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these specifications.

B. Conform to referenced codes, laws, ordinances, rules and regulations, which are in effect on date of receipt of bids.

1.4 CODES

A. Codes, which apply to Contract, include, but are not limited to, the following:

1. 2007 California Building Code (Part 2, Title 24, C.C.R.)
2. 2007 California Electrical Code (Part 3, Title 24, C.C.R.)
3. 2007 California Mechanical Code (Part 4, Title 24, C.C.R.)
4. 2007 California Plumbing Code (Part 5, Title 24, C.C.R.),
5. 2007 State Elevator Safety Regulations (Part 7, Title 24, C.C.R.)
6. 2007 California Fire Code (Part 9, Title 24, C.C.R.)
7. 2007 California Energy Code (Part 6, Title 24, C.C.R.)

1.5 LAWS, ORDINANCES, RULES AND REGULATIONS

A. During prosecution of Work to be done under Contract, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

B. Federal

1. Americans With Disabilities Act
2. 29 CFR, Section 1910.1001, Asbestos
3. 40 CFR, Subpart M, National Emission Standards for Asbestos
4. Executive Order 11246

C. State of California
   1. California Code of Regulations, Titles 5, 8, 19, 21, 24
   2. California Education Code
   5. California Government Code
   6. California Labor Code
   7. California Civil Code
   8. California Code of Civil Procedure
   9. CPUC General Order 95, Rules for Overhead Electric Line Construction
  10. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems

D. State of California Agencies
   1. Bay Area Air Quality Management District (BAAQMD / www.baaqmd.gov)
   2. State and Consumer Services Agency
   3. Department of General Services
   4. Division of the State Architect Office of the State Fire Marshall Office of Public School Construction

E. Local Agencies:
   1. City of Livermore, California (www.ci.livermore.ca.us)

1.6 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

A. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of this Agreement.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This section includes regulatory requirements applicable to Contract work in connection with hazardous waste abatement and disposal, including, but not limited to, asbestos and asbestos containing materials, lead based paint, polychlorinated biphenyls, petroleum contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.

B. This section supplements Section 01 41 00 and the work specific listings of applicable regulatory requirements elsewhere in the specifications.

C. Related Sections.
   1. Section 01 4100: Regulatory Requirements.

1.3 REFERENCES TO REGULATORY REQUIREMENTS
A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in these specifications. Codes, laws, ordinances, rules and regulations are not furnished to Contractor, since Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be used.

B. Contractor's work shall conform to all applicable codes, laws, ordinances, rules and regulations that are in effect on date of receipt of bids.
1.4 LAWS, ORDINANCES, RULES AND REGULATIONS

A. During prosecution of Work under Contract, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, those listed below.

B. Federal:

1. Statutory Requirements:
   g. Clean Air Act, section 112, 42 U.S.C. 7412
   i. Underground Storage Tank Law, 42 U.S.C. 6991 et seq.
2. Environmental Protection Agency (EPA):
   a. 40 C.F.R. Parts 260, 264, 265, 268, 269, 270
   b. 40 C.F.R. Parts 258 et seq.
   c. 40 C.F.R. Part 761
3. Occupational Safety and Health Administration (OSHA):
   b. OSHA, 29 C. F. R. Part 1926.1101, Construction Standards for Asbestos
   c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
   e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763
4. Department of Transportation:
   a. Title 49 C.F.R. 173.1090
   b. Title 49 C.F.R. 172
   c. Title 49 C.F.R. 173
   d. DOT, HM 181 and MH126f

C. State of California Requirements:

1. Statutory Law:
   b. Health and Safety Cod. 25359.4
e. Health and Safety Cod~ 25915-25924
f. Cal. Labor Code Chapter 6, including, without limitation., 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080
g. Cal. Bus. and Prof. Code, including without limitation., 7058.5, 7065.01, 7118.5. Underground Storage of Hazardous Substance Act,
i. Petroleum Underground Storage Tank Cleanup, Health and Safety Cod~ 25299.10 et seq.


3. Administrative Code and Regulations:
   a. 22 C.C.R.. 6600 et seq.
   b. Title 22 C.C.R.. Standards for Management of Hazardous and Extremely Hazardous Waste
c. DTSC Treatment Standard for PCB Wastes, Title 22 C.C.R.. 66268.110
d. Cal OSHA Worker Protection Standards, Title 8 C.C.R.. 1529, 5208
e. Title 8 C. C. R.. 1532.1, Lead in Construction
f. 22 C.C.R.. 66999(b)
g. Title 23 C.C.R.. 2610 et seq.

4. Local Agency Requirements:
   a. Bay Area Air Quality Management District, Fugitive Dust Rules
   b. Bay Area Air Quality Management District Regulation 11-2-303
c. State Water Resource Control Board, General Construction Activity Stormwater Permit Requirements (Order 92-0S DWQ)

5. City Requirements:
   a. Hayward Fire Department (www.haywardcal.us/fire_dept/fd.htm)
   b. Ordinances

1.5 PERMITS

A. Contractor shall comply with, implement or acknowledge effectiveness of all CLPCCD held permits, and initiate and cooperate in securing all required notifications or approvals therefore, including but not limited to permits affecting environmental work and the following:
   1. BAAQMD, Permit to Excavate or Treat Contaminated Soil;
   2. State Water Resources Control Board, General Construction Activity Stormwater Permit;
PART 2 - PRODUCTS  (NOT USED)

PART 3 - EXECUTION  (NOT USED)

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary
      Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES
   A. Additional requirements for projects under review by the Division of the State Architect (DSA).
   B. DSA Deferred Approvals.

1.3 REFERENCES
   A. The publications listed below form a part of this specification to the extent referenced. The
      publications are referred to in the text by the basic designation only.
   B. California Code of Regulations (CCR).
      1. Title 8, Div. 1, Chapter 3.2 - California Occupational Safety Regulations (Cal/OSHA).
      2. Title 8, Division 1, Chapter 4 - Construction Safety Orders.
      3. Title 19, Div. 1 - Regulations of the State Fire Marshal (SFM) and Health
      4. Title 24 - California Building Standards Code.
   C. Division of the State Architect Interpretation of Regulations Manual (DSA IR)
      1. DSA IR A-6 - Change Order Approval Process.
      2. DSA IR A-7 - Project Inspector and Assistant Project Inspector.

1.4 GENERAL REQUIREMENTS
   A. Contractor Duties:
      1. Comply with Section 4-343 of Part 1, Title 24, CCR in addition to the duties described in
         the Contract Documents.
      2. Comply with Cal/OSHA.
      3. Comply with Construction Safety Orders.
4. Comply with Regulations of SFM.

B. Architect and Architect's Consultants Duties: Comply with Section 4-341 of Part 1, Title 24, CCR in addition to the duties described in the Contract Documents.

C. Arbitration: DSA is not subject to arbitration proceedings.

1.5 REGULATORY REQUIREMENTS

A. Perform all work in accordance with applicable laws, codes, ordinances, rules, and regulations including, without limitation, Parts 1 through 5 and Part 9, Title 24, CCR. Provide a copy of Part 1 to 5 and Part 9, Title 24, CCR at the project site.

B. Codes adopted by the City, County, State, and Federal agencies govern minimum project requirements. Comply with the latest edition of applicable regulatory requirements and standards unless otherwise indicated or specified.

C. Work as described in the Drawings and Specifications shall not be construed as to permit work not in accordance with applicable laws, codes, ordinances, rules, and regulations.

1.6 DSA DEFERRED APPROVALS

A. Refer to Contract Drawings.

1.7 INSPECTION AND SUPERVISION

A. Supervision by DSA shall be in accordance with Section 4-334 of Part 1, Title 24, CCR.

B. District shall employ a full-time Project Inspector approved by DSA. The Project Inspector shall observe construction in accordance with Section 4-333(b) and 4-342 of Part 1, Title 24, CCR.

C. Reports: Project Inspector shall submit the following in accordance with DSA IR A-7.
   1. Start of Project Report: Notify DSA of start of construction in accordance with Section 4-331 of Part 1, Title 24, CCR.
   2. Semi-Monthly Reports: Comply with Section 4-337 of Part 1, Title 24, CCR.
   3. Verified Reports: Comply with Section 4-336 of Part 1, Title 24, CCR.

D. Special Inspection Requirements:
   1. Comply with Section 4-333(c) of Part 1, Title 24, CCR.
   2. Special inspection costs are to be paid by the Owner.
   3. Conduct special inspection as per DSA Structural Tests and Inspections Sheet (SSS 103-1).

1.8 TESTING LABORATORY REQUIREMENTS

A. Comply with Section 4-335 of Part 1, Title 24, CCR.

B. The Owner shall select the testing Laboratory approved by DSA, Architect, and Structural Engineer.
C. Sampling and testing shall be performed by properly qualified persons in accordance with American Society for Testing and Materials (ASTM) standards.

D. Conduct tests as per DSA Structural Tests and Inspections Sheet (SSS 103-1).

E. Submit one copy of test reports to DSA.

1.9 ADDENDA AND CHANGE ORDERS

A. Comply with Section 4-338 of Part 1, Title 24, CCR.

B. Comply with DSA IRA-6.

C. Obtain DSA approval for changes to code-regulated construction and inspection/testing functions prior to start of that work. Code-regulated construction refers to work that is regulated by code provisions applicable to public school construction, including those adopted by DSA Structural Safety (DSA/SS), DSA Access Compliance (DSA/AC) and State Fire Marshal (SFM).

D. Changes can be approved through either the change order (CO) process or preliminary change order (PCO) process. Comply with DSA IRA-6, Sub-paragraph 2.2 - Change Order Process and DSA IRA-6, Sub-paragraph 2.1 - Preliminary Change Order Process.

E. Do not begin any work under addendum or change order until required DSA written approval is obtained.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

- END OF SECTION -
DEFINITIONS & REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes reference standards, abbreviations, symbols and definitions used in Contract Documents.

B. Full titles and edition dates are given in this section for standards cited in other sections of Specifications.

C. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.

D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor, since manufacturers and trades involved are assumed to be familiar with their requirements.

1.3 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. ADDENDA: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-bid Conference and Site Visit.

C. ADDITIVE BID: The sum to be added to the Base Bid if the change in scope of work as described in Additive Bid is accepted by CLPCCD.

D. AGREEMENT: Agreement is the basic contract document that binds the parties to construction Work. Agreement defines relationships and obligations between CLPCCD and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract.

E. ALTERNATE: Work added to or deducted from the Base Bid, if accepted by CLPCCD.
F. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

G. APPROVED EQUAL: Approved in writing by CLPCCD as being of equivalent quality, utility and appearance.

H. ARCHITECT or ARCHITECT/ENGINEER: The person holding a valid California State Architect's license, whose firm has been designated within the Contract Documents as the Architect to provide architectural services on the project. Refer to Section 341, Part 1, Title 24, C. C. R.

1. When the Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to CLPCCD. The term Architect shall be construed to include all its consultants retained for the project, as well as employees of the Architect. When the designated Architect is an employee of CLPCCD, his authorized representations on the project within the district will be included under the term Architect.

I. BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

J. BIDDER: One who submits a Bid.

K. CLPCCD: Chabot-Las Positas Community College District. Unless otherwise expressly indicated or required by the context of usage, the terms "District" and "Owner" as used in the Contract Documents shall be deemed references to CLPCCD.

L. CLPCCD-FURNISHED, CONTRACTOR-INSTALLED: Items furnished by CLPCCD at its cost for installation by Contractor at its cost under this Contract.

M. CLPCCD REPRESENTATIVE(S): The person or persons assigned by CLPCCD to be CLPCCD's representatives or, if so designated, agent(s) at the site.

N. BY CLPCCD: Work that will be performed by CLPCCD or its agents at the CLPCCD's expense.

O. BY OTHERS: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by CLPCCD, other contractors, or other means.

P. CHANGE ORDER: A written instrument prepared by CLPCCD and signed by CLPCCD and Contractor, stating their agreement upon all of the following:

1. a change in the Work,
2. the amount of the adjustment in the Contract Sum, if any, and
3. the amount of the adjustment in the Contract Time, if any.

Q. As appropriate, change orders are subject to approval by the Division of the State Architect. Refer to section 4-338, Part 1, Title 24, California Code of Regulations.

R. CONCEALED: Work not exposed to view in the finished Work, including within or behind various construction elements.

S. CONTRACT CONDITIONS: Conditions of Contract define basic rights, responsibilities and relationships of Contractor and CLPCCD and consists of two parts: General Conditions and Supplementary Conditions.

1. General Conditions are general clauses, which are common to the CLPCCD Contracts.
2. Supplementary conditions modify or supplement General Conditions to meet specific requirements for this Contract.

T. CONSTRUCTION MANAGER: CLPCCD's authorized representative, who shall represent CLPCCD in all matters relative to this Contract. Construction Manager may authorize agents and representatives to act in carrying out Construction Manager's duties, including a "Project Manager", to act under the authority of the Construction Manager. As CLPCCD's agent, the Construction Manager is the beneficiary of all contract obligations of Contractor to CLPCCD, including without limitation, all releases and indemnities. Construction Manager shall not have any personal liability arising from this Contract or any activity there under and Contractor releases Construction Manager fully from all loss, cost, damage, expense or liability arising out of or connected with this Project, whether arising from contract, negligence or tort claims of all kinds.

U. CONTRACT DOCUMENTS: Contract Documents shall consist of the documents identified as the Contract Documents in Contract Agreement, plus all changes, addenda and modifications thereto.

V. CONTRACT MODIFICATION: Either:
   1. a written amendment to Contract signed by Contractor and CLPCCD; or
   2. a Change Order; or
   3. a written directive for a minor change in the Work issued by CLPCCD.

W. CONTRACT SUM: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by CLPCCD to Contractor for performance of the Work and the Contract Documents. (Also referred to as the CONTRACT PRICE.)

X. CONTRACT TIMES: The number or numbers of days or the dates stated in the Agreement (i) to achieve substantial completion of the Work or designated milestones and/or (ii) to complete the Work so that it is ready for final payment and is accepted.

Y. CONTRACTOR: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neuter in gender. The term "Contractor" means the Contractor or its authorized representative.

Z. CONTRACTOR'S EMPLOYEES: Persons engaged in execution of Work under Contract as direct employees of Contractor, as subcontractors, or as employees of subcontractors.

AA. DATE OF SUBSTANTIAL COMPLETION: Date of Substantial Completion of Work or designated portion thereof is date certified by Construction Manager when construction is sufficiently complete in accordance with Contract Documents for CLPCCD to occupy Work or designated portion thereof for its use for which it is intended.

BB. DAY: One calendar day, unless the word "day" is specifically modified to the contrary.

CC. DEDUCTIVE BID: The sum to be subtracting to the Base Bid if the change in scope of work as described in Deductive Bid is accepted by CLPCCD.

DD. DEFECTIVE: An adjective which, when modifying the word "Work", refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the
DEFINITIONS & REFERENCES

EE. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."

FF. DRAWINGS: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

GG. ENGINEER: Where referenced in Document 00600 (General Conditions), the person holding a valid California State Structural Engineer's license, whose firm has been designated (if any designated) within the Contract Documents as the Engineer to provide engineering services on the project. Refer to section 4-341, Part 1, Title 24, C.C.R.

HH. EQUAL: Equal in opinion of Architect. Burden of proof of equality is responsibility of Contractor.

II. EXPOSED: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

JJ. FINAL ACCEPTANCE or FINAL COMPLETION: All Work satisfactorily completed in accordance with Contract Documents. It includes, but is not limited to:
1. All Systems having been tested and accepted as having met requirements of Contract Documents.
2. All required instructions and training sessions having been given by Contractor.
3. All as-built drawings and operations and maintenance manuals and Machine Inventory Sheets having been submitted by Contractor, reviewed by Architect/Engineer and accepted by CLPCCD.
4. All punch list work, as directed by CLPCCD, having been completed by Contractor.
5. Generally all work, except Contractor maintenance after Final Acceptance, having been completed to satisfaction of CLPCCD.

KK. FORCE-ACCOUNT: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

LL. FURNISH: Supply only, do not install.

MM. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," "specified" have the same meaning as "indicated."

NN. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

OO. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

PP. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
QQ. INSPECTOR: The person engaged by CLPCCD to inspect the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes. The inspector is subject to approval by the Architect, CLPCCD and, as appropriate, Division of the State Architect, and he will report to CLPCCD. Refer to section 4-333 and section 4-342, Part 1, Title 24, California Code of Regulations. The terms "Inspector" and "Project Inspector" are used interchangeably in the Contract Documents.

RR. INSTALL: Install or apply only, do not furnish.

SS. LATENT: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.

TT. MATERIAL OR MATERIALS: These words shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

UU. MILESTONE: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

VV. MODIFICATION: Same as Contract Modification.

WW. NOT IN CONTRACT: Work that is outside the scope of work to be performed by Contractor under this Contract.

XX. NOTICE OF AWARD: A written notice given by CLPCCD to lowest responsive, responsible bidder advising that Bidder's bid and other qualifying information is acceptable to CLPCCD, requiring Bidder to fulfill the requirements of Article 1.03 of Document 00600 General Conditions.

YY. NOTICE TO PROCEED: A written notice given by CLPCCD to Contractor fixing the date on which the Contract Time will commence to run and on which contractor shall start to perform Contractor's obligations under the Contract Documents.

ZZ. OFF SITE: Outside geographical location of the Project.

AAA. OWNER: Chabot Las Positas Community College District (CLPCCD).

BBB. OWNER’S REPRESENTATIVE: See “Construction Manager”.

CCC. PROGRESS REPORT: a periodic report submitted by Contractor to CLPCCD with progress payment invoices accompanying actual work accomplished to the Project Schedule. See Section 01310 Progress Schedules and Reports, Document 00600 General Conditions.

DDD. PROJECT: Total construction of which Work performed under this Contract may be whole or part.

EEE. PROJECT MANUAL: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, and Specifications. The Project Manual is deemed to include and incorporate all matters noted in any Addenda issued by or on behalf of the District during the bidding for the Work.

FFF. PROJECT STABILIZATION AGREEMENT: The Contractor or Subcontractor (CONTRACTOR) on this project accepts and agrees to be bound by the terms and conditions of the ‘Chabot-Las Positas
Project Stabilization Agreement”, together with any and all amendments and supplements now existing or which are later made by executing the Letter of Assent.

GGG. “Provide”: Furnish and install, complete and ready for the intended use.

HHH. “Project Site”: Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

III. REQUEST FOR INFORMATION (RFI): A document prepared by Contractor, CLPCCD or Architect/Engineer requesting information from one of the parties regarding the Project or Contract Documents. The RFI system is also a means for CLPCCD and Architect to submit Contract Document clarifications or supplements to Contractor.

JJJ. RFI-REPLY: A document consisting of supplementary details, instructions or information issued by the Architect/Engineer, which clarifies or supplements Contract Documents and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Times except as otherwise agreed in writing by CLPCCD. RFI-Replies will be issued through the RFI administrative system.

KKK. SAMPLES: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

LLL. SHOP DRAWINGS: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the work.

MMM. SHOWN: As indicated on Drawings.

NNN. SITE: The particular geographical location of Work performed pursuant to Contract, including staging areas, work areas, storage and lay down areas, access and parking.

OOO. SPECIFICATIONS: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services; and are contained in Divisions 1 through 16.

PPP. SPECIFIED: As written in Specifications.

QQQ. SUBCONTRACTOR: A person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term “subcontractor” is referred to throughout the Contract Documents as if singular in number and neuter in gender and means a subcontractor or an authorized representative of the subcontractor. The term “subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

RRR. SUBSTANTIAL COMPLETION: The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Construction Manager and the Architect/Engineer as evidenced by a Certificate of Substantial Completion, it is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment is evidenced by written recommendation of the Construction Manager and the Architect/Engineer for final payment. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
SSS. SUPPLEMENTAL INSTRUCTION: A written work change directive to Contractor from Architect/Engineer, approved by Construction Manager, ordering alterations or modifications which do not result in change in Contract Sum or Contract Times, and do not substantially change Drawings or Specifications.

TTT. UNDERGROUND FACILITIES: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: Electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

UUU. VERIFIED REPORT: A periodic verified report submitted to DSA. Refer to sections 4-336, 4-337 and 4-343, Part 1, Title 24, California Code of Regulations.

VVV. WORK: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all is required by the Contract Documents. Wherever the word "work" is used, rather than the word "Work", it shall be understood to have its ordinary and customary meaning.

1. Wherever words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that direction, requirements, or permission of CLPCCD or Construction Manager is intended. Words "sufficient", "necessary", "proper", and the like shall mean sufficient, necessary or proper in judgment of CLPCCD or Construction Manager. Words "approved", "acceptable", "satisfactory", "favorably reviewed" or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by CLPCCD or Construction Manager.

2. Wherever the word "may" is used, the action to which it refers is discretionary. Wherever the word "shall" is used, the action to which it refers is mandatory.

1.4 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES:

A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any supplier, Contractor shall report it in writing at once to Inspector, with copies to Construction Manager and Architect, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by the Construction Manager.

C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, or supplemental instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the Contract Documents and:
1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).

D. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of CLPCCD, Contractor, Construction Manager, or Architect/Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to CLPCCD, Architect/Engineer, Construction Manager, or any of their consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

1.5 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

1. ACI (American Concrete Institute)
2. Standard 318, Building Code Requirements for Reinforced Concrete
3. AISC (American Institute of Steel Construction
4. Specifications and Code of Standard Practice for Steel Buildings and Bridges
5. ANSI (American National Standards Institute, formerly American Standards Association)
7. ASTM (American Society for Testing and Materials)
   a. C31, Making and Curing Concrete Test Specimens in the Field
   b. C42, Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
   c. C143, Test Method for Slump of Portland Cement Concrete
8. IAPMO (International Association of Plumbing and Mechanical Officials)
9. ICC (International Code Council)
   a. Refer to Section 01 4100 – Regulatory Requirements
10. NEMA (National Electric Manufacturer's Association)
11. **NFPA (National Fire Protection Association)**
   a. Pamphlet 1, Fire Prevention Code
   b. Pamphlet 13, Sprinkler Systems, Installation
   c. Pamphlet 24, Private Fire Service Mains
   d. Pamphlet 70, NEC (National Electric Code)
   e. Pamphlet 71, Signaling Systems, Central Station
   f. Pamphlet 80, Fire Doors and Windows
   g. Pamphlet 101, Life Safety Code

12. **UL (Underwriters' Laboratories, Inc.)**

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
<th>Contact Information</th>
</tr>
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<tbody>
<tr>
<td>ADAAG</td>
<td>Americans with Disabilities Act (ADA)</td>
<td>(800) 872-2253</td>
</tr>
<tr>
<td></td>
<td>Architectural Barriers Act (ABA)</td>
<td>(202) 272-0080</td>
</tr>
<tr>
<td></td>
<td>Accessibility Guidelines for Buildings and Facilities</td>
<td><a href="http://www.access-board.gov">www.access-board.gov</a></td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
<td>(888) 293-6498</td>
</tr>
<tr>
<td></td>
<td>Available from Government Printing Office</td>
<td>(202) 512-1530</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.gpoaccess.gov/cfr/index.html">www.gpoaccess.gov/cfr/index.html</a></td>
<td></td>
</tr>
<tr>
<td>CRD</td>
<td>Handbook for Concrete and Cement</td>
<td>(601) 634-2355</td>
</tr>
<tr>
<td></td>
<td>Available from Army Corps of Engineers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Waterways Experiment Station</td>
<td><a href="http://www.wes.army.mil">www.wes.army.mil</a></td>
</tr>
<tr>
<td>DOD</td>
<td>Department of Defense Military Specifications and Standards</td>
<td>(215) 697-6257</td>
</tr>
<tr>
<td></td>
<td>Available from Department of Defense Single Stock Point</td>
<td><a href="http://www.dodssp.daps.mil">www.dodssp.daps.mil</a></td>
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<tr>
<td>DSCC</td>
<td>Defense Supply Center Columbus</td>
<td>(See FS)</td>
</tr>
<tr>
<td>FED-STD</td>
<td>Federal Standard</td>
<td>(See FS)</td>
</tr>
<tr>
<td>FS</td>
<td>Federal Specification</td>
<td>(215) 697-6257</td>
</tr>
<tr>
<td></td>
<td>Available from Department of Defense Single Stock Point</td>
<td><a href="http://www.dodssp.daps.mil">www.dodssp.daps.mil</a></td>
</tr>
<tr>
<td></td>
<td>Available from General Services Administration</td>
<td>(202) 501-1021</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.fss.gsa.gov">www.fss.gsa.gov</a></td>
<td></td>
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<tr>
<td></td>
<td>Available from National Institute of Building Sciences</td>
<td>(202) 289-7800</td>
</tr>
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<td></td>
<td><a href="http://www.nibs.org">www.nibs.org</a></td>
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</tr>
<tr>
<td>FTMS</td>
<td>Federal Test Method Standard</td>
<td>(See FS)</td>
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</table>
1.6 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

- **AA**  
  Aluminum Association, Inc. (The)  
  www.aluminum.org  
  (202) 862-5100

- **AAADM**  
  American Association of Automatic Door Manufacturers  
  www.aaadm.com  
  (216) 241-7333

- **AABC**  
  Associated Air Balance Council  
  www.aabchq.com  
  (202) 737-0202

- **AAMA**  
  American Architectural Manufacturers Association  
  www.aamanet.org  
  (847) 303-5664

- **AASHTO**  
  American Association of State Highway and Transportation Officials  
  www.transportation.org  
  (202) 624-5800

- **AATCC**  
  American Association of Textile Chemists and Colorists (The)  
  www.aatcc.org  
  (919) 549-8141

- **ABMA**  
  American Bearing Manufacturers Association  
  www.abma-dc.org  
  (202) 367-1155

- **ACI**  
  ACI International  
  www.aic.org  
  (248) 848-3700
<table>
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<tr>
<th>Agency</th>
<th>Description</th>
<th>Website</th>
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<tr>
<td>ACPA</td>
<td>American Concrete Pipe Association</td>
<td><a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a></td>
<td>(972) 506-7216</td>
</tr>
<tr>
<td>AEIC</td>
<td>Association of Edison Illuminating Companies, Inc. (The)</td>
<td><a href="http://www.aeic.org">www.aeic.org</a></td>
<td>(205) 257-2530</td>
</tr>
<tr>
<td>AF&amp;PA</td>
<td>American Forest &amp; Paper Association</td>
<td><a href="http://www.afandpa.org">www.afandpa.org</a></td>
<td>(800) 878-8878</td>
</tr>
<tr>
<td>AGA</td>
<td>American Gas Association</td>
<td><a href="http://www.aga.org">www.aga.org</a></td>
<td>(202) 824-7000</td>
</tr>
<tr>
<td>AGC</td>
<td>Associated General Contractors of America (The)</td>
<td><a href="http://www.agc.org">www.agc.org</a></td>
<td>(703) 548-3118</td>
</tr>
<tr>
<td>AHA</td>
<td>American Hardboard Association</td>
<td>(Now part of CPA)</td>
<td></td>
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<tr>
<td>AHAM</td>
<td>Association of Home Appliance Manufacturers</td>
<td><a href="http://www.aham.org">www.aham.org</a></td>
<td>(202) 872-5955</td>
</tr>
<tr>
<td>Al</td>
<td>Asphalt Institute</td>
<td><a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a></td>
<td>(859) 288-4960</td>
</tr>
<tr>
<td>AIA</td>
<td>American Institute of Architects (The)</td>
<td><a href="http://www.aia.org">www.aia.org</a></td>
<td>(800) 242-3837</td>
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<tr>
<td>AISC</td>
<td>American Institute of Steel Construction</td>
<td><a href="http://www.aisc.org">www.aisc.org</a></td>
<td>(312) 670-2400</td>
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<tr>
<td>AISI</td>
<td>American Iron and Steel Institute</td>
<td><a href="http://www.steel.org">www.steel.org</a></td>
<td>(202) 452-7100</td>
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<tr>
<td>AITC</td>
<td>American Institute of Timber Construction</td>
<td><a href="http://www.aite-glulam.org">www.aite-glulam.org</a></td>
<td>(303) 792-9559</td>
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<tr>
<td>ALCA</td>
<td>Associated Landscape Contractors of America</td>
<td><a href="http://www.alca.org">www.alca.org</a></td>
<td>(800) 395-2522</td>
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<tr>
<td>ALSC</td>
<td>American Lumber Standard Committee, Incorporated</td>
<td><a href="http://www.alsc.org">www.alsc.org</a></td>
<td>(301) 972-1700</td>
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<td>ANSI</td>
<td>American National Standards Institute</td>
<td><a href="http://www.ansi.org">www.ansi.org</a></td>
<td>(202) 293-8020</td>
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<td>AOSA</td>
<td>Association of Official Seed Analysts</td>
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<td>(505) 522-1437</td>
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<tr>
<td>APA</td>
<td>APA - The Engineered Wood Association</td>
<td><a href="http://www.apawood.org">www.apawood.org</a></td>
<td>(253) 565-6600</td>
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<tr>
<td>APA</td>
<td>Architectural Precast Association</td>
<td><a href="http://www.archprecast.org">www.archprecast.org</a></td>
<td>(239) 454-6989</td>
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<tr>
<td>API</td>
<td>American Petroleum Institute</td>
<td><a href="http://www.api.org">www.api.org</a></td>
<td>(202) 682-8000</td>
</tr>
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<td>ARI</td>
<td>Air-Conditioning &amp; Refrigeration Institute</td>
<td><a href="http://www.ari.org">www.ari.org</a></td>
<td>(703) 524-8800</td>
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<tr>
<td>ARMA</td>
<td>Asphalt Roofing Manufacturers Association</td>
<td><a href="http://www.asphaltroofing.org">www.asphaltroofing.org</a></td>
<td>(202) 207-0917</td>
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<tr>
<td>ASCE</td>
<td>American Society of Civil Engineers</td>
<td><a href="http://www.asce.org">www.asce.org</a></td>
<td>(800) 548-2723</td>
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<tr>
<td>ASHRAE</td>
<td>American Society of Heating, Refrigerating and Air-Conditioning Engineers</td>
<td><a href="http://www.ashrae.org">www.ashrae.org</a></td>
<td>(800) 527-4723</td>
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<td>ASME</td>
<td>ASME International</td>
<td><a href="http://www.asme.org">www.asme.org</a></td>
<td>(800) 843-2763</td>
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<td>ASSE</td>
<td>American Society of Sanitary Engineering</td>
<td><a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a></td>
<td>(440) 835-3040</td>
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<td>ASTM</td>
<td>ASTM International</td>
<td><a href="http://www.astm.org">www.astm.org</a></td>
<td>(610) 832-9585</td>
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<td>AWCI</td>
<td>AWCI International</td>
<td><a href="http://www.awci.org">www.awci.org</a></td>
<td>(703) 534-8300</td>
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<tr>
<td>AWCMA</td>
<td>American Window Covering Manufacturers Association (Now WCSC)</td>
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<tr>
<td>AWI</td>
<td>Architectural Woodwork Institute</td>
<td><a href="http://www.awinet.org">www.awinet.org</a></td>
<td>(800) 449-8811</td>
</tr>
<tr>
<td>AWPA</td>
<td>American Wood-Preservers' Association</td>
<td><a href="http://www.awpa.com">www.awpa.com</a></td>
<td>(334) 874-9800</td>
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<tr>
<td>AWS</td>
<td>American Welding Society</td>
<td><a href="http://www.aws.org">www.aws.org</a></td>
<td>(800) 443-9353</td>
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<td></td>
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<td>(305) 443-9353</td>
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<tr>
<td>Organization</td>
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<tr>
<td>AWWA</td>
<td>American Water Works Association</td>
<td>(800) 926-7337 (303) 794-7711</td>
<td><a href="http://www.awwa.org">www.awwa.org</a></td>
</tr>
<tr>
<td>BHMA</td>
<td>Builders Hardware Manufacturers Association</td>
<td>(212) 297-2122</td>
<td><a href="http://www.buildershardware.com">www.buildershardware.com</a></td>
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<tr>
<td>BIA</td>
<td>Brick Industry Association (The)</td>
<td>(703) 620-0010</td>
<td><a href="http://www.bia.org">www.bia.org</a></td>
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<tr>
<td>BICSI</td>
<td>BICSI</td>
<td>(813) 979-1991</td>
<td><a href="http://www.bicsi.org">www.bicsi.org</a></td>
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<tr>
<td>BIFMA</td>
<td>BIFMA International (Business and Institutional Furniture Manufacturer's Association International)</td>
<td>(616) 285-3963</td>
<td><a href="http://www.bifma.com">www.bifma.com</a></td>
</tr>
<tr>
<td>BISSC</td>
<td>Baking Industry Sanitation Standards Committee</td>
<td>(773) 761-4100</td>
<td><a href="http://www.bissc.org">www.bissc.org</a></td>
</tr>
<tr>
<td></td>
<td>Cast Stone Institute</td>
<td>(770) 972-3011</td>
<td><a href="http://www.caststone.org">www.caststone.org</a></td>
</tr>
<tr>
<td>CCC</td>
<td>Carpet Cushion Council</td>
<td>(203) 637-1312</td>
<td><a href="http://www.carpetcushion.org">www.carpetcushion.org</a></td>
</tr>
<tr>
<td>CDA</td>
<td>Copper Development Association Inc.</td>
<td>(800) 232-3282 (212) 251-7200</td>
<td><a href="http://www.copper.org">www.copper.org</a></td>
</tr>
<tr>
<td>CEA</td>
<td>Canadian Electricity Association</td>
<td>(613) 230-9263</td>
<td><a href="http://www.canelect.ca/connections_online/home.htm">www.canelect.ca/connections_online/home.htm</a></td>
</tr>
<tr>
<td>CFFA</td>
<td>Chemical Fabrics &amp; Film Association, Inc.</td>
<td>(216) 241-7333</td>
<td><a href="http://www.chemicalfabricsandfilm.com">www.chemicalfabricsandfilm.com</a></td>
</tr>
<tr>
<td>CGA</td>
<td>Compressed Gas Association</td>
<td>(703) 788-2700</td>
<td><a href="http://www.cganet.com">www.cganet.com</a></td>
</tr>
<tr>
<td>CGSB</td>
<td>Canadian General Standards Board</td>
<td>(800) 665-2472 (819) 956-0425</td>
<td>w3.pwgsc.gc.ca/cgsb</td>
</tr>
<tr>
<td>CIMA</td>
<td>Cellulose Insulation Manufacturers Association</td>
<td>(888) 881-2462 (937) 222-2462</td>
<td><a href="http://www.cellulose.org">www.cellulose.org</a></td>
</tr>
<tr>
<td>CISCA</td>
<td>Ceilings &amp; Interior Systems Construction Association</td>
<td>(630) 584-1919</td>
<td><a href="http://www.cisca.org">www.cisca.org</a></td>
</tr>
<tr>
<td>CISPI</td>
<td>Cast Iron Soil Pipe Institute</td>
<td>(423) 892-0137</td>
<td><a href="http://www.cispi.org">www.cispi.org</a></td>
</tr>
<tr>
<td>CLFMI</td>
<td>Chain Link Fence Manufacturers Institute</td>
<td>(301) 596-2583</td>
<td><a href="http://www.chainlinkinfo.org">www.chainlinkinfo.org</a></td>
</tr>
</tbody>
</table>
CPA Composite Panel Association (301) 670-0604
www.pbmdf.com

CPPA Corrugated Polyethylene Pipe Association (800) 510-2772
www.cppa-info.org (202) 462-9607

CRI Carpet & Rug Institute (The) (800) 882-8846
www.carpet-rug.com (706) 278-3176

CRSI Concrete Reinforcing Steel Institute (847) 517-1200
www.crsi.org

CSA CSA International (800) 463-6727
(Formerly: IAS - International Approval Services) (416) 747-4000
www.csa-international.org

CSI Construction Specifications Institute (The) (800) 689-2900
www.csinet.org (703) 684-0300

CSSB Cedar Shake & Shingle Bureau (604) 820-7700
www.cedarbureau.org

CTI Cooling Technology Institute (281) 583-4087
(Formerly: Cooling Tower Institute) www.cti.org

DHI Door and Hardware Institute (703) 222-2010
www.dhi.org

EIA Electronic Industries Alliance (703) 907-7500
www.eia.org

EIMA EIFS Industry Members Association (800) 294-3462
www.eima.com (770) 968-7945

EJCDC Engineers Joint Contract Documents Committee (800) 548-2723
www.asce.org (703) 295-6300

EJMA Expansion Joint Manufacturers Association, Inc. (914) 332-0040
www.ejma.org

ESD ESD Association (315) 339-6937
www.esda.org

FCI Fluid Controls Institute (216) 241-7333
www.fluidcontrolsinstitute.org

FIBA Federation Internationale de Basketball Amateur
(Formerly: International Basketball Federation) (41 22 545 00 00
www.fiba.com

DEFINITIONS & REFERENCES
<table>
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<th>Acronym</th>
<th>Description</th>
<th>Phone Number</th>
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<tr>
<td>FIVB</td>
<td>Federation Internationale de Volleyball (The International Volleyball Federation)</td>
<td>41 21 345 35 35</td>
<td><a href="http://www.fivb.ch">www.fivb.ch</a></td>
</tr>
<tr>
<td>FM</td>
<td>Factory Mutual System (Now FMG)</td>
<td>(401) 275-3000</td>
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<td>FMG</td>
<td>FM Global (Formerly: FM - Factory Mutual System)</td>
<td>(407) 671-3772</td>
<td><a href="http://www.fmglobal.com">www.fmglobal.com</a></td>
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<tr>
<td>FRSA</td>
<td>Florida Roofing, Sheet Metal &amp; Air Conditioning Contractors Association, Inc.</td>
<td>(610) 971-4850</td>
<td><a href="http://www.floridaroof.com">www.floridaroof.com</a></td>
</tr>
<tr>
<td>FSA</td>
<td>Fluid Sealing Association</td>
<td>(202) 289-5440</td>
<td><a href="http://www.fluidsealing.com">www.fluidsealing.com</a></td>
</tr>
<tr>
<td>FSC</td>
<td>Forest Stewardship Council</td>
<td>(785) 271-0208</td>
<td><a href="http://www.fsc.org">www.fsc.org</a></td>
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<tr>
<td>GA</td>
<td>Gypsum Association</td>
<td>(202) 289-5440</td>
<td><a href="http://www.gypsum.org">www.gypsum.org</a></td>
</tr>
<tr>
<td>GANA</td>
<td>Glass Association of North America</td>
<td>(888) 786-7744</td>
<td><a href="http://www.glasswebsite.com">www.glasswebsite.com</a></td>
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<tr>
<td>GRI</td>
<td>(Now GSI)</td>
<td>(973) 267-9700</td>
<td></td>
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<tr>
<td>GS</td>
<td>Green Seal</td>
<td>(202) 872-6400</td>
<td><a href="http://www.greenseal.org">www.greenseal.org</a></td>
</tr>
<tr>
<td>GSI</td>
<td>Geosynthetic Institute</td>
<td>(610) 522-8440</td>
<td><a href="http://www.geosynthetic-institute.org">www.geosynthetic-institute.org</a></td>
</tr>
<tr>
<td>HI</td>
<td>Hydraulic Institute</td>
<td>(888) 786-7744</td>
<td><a href="http://www.pumps.org">www.pumps.org</a></td>
</tr>
<tr>
<td>HI</td>
<td>Hydronics Institute</td>
<td>(908) 464-8200</td>
<td><a href="http://www.gamanet.org">www.gamanet.org</a></td>
</tr>
<tr>
<td>HMMA</td>
<td>Hollow Metal Manufacturers Association (Part of NAAMM)</td>
<td>(703) 435-2900</td>
<td></td>
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<tr>
<td>HPVA</td>
<td>Hardwood Plywood &amp; Veneer Association</td>
<td>(410) 838-6550</td>
<td><a href="http://www.hpva.org">www.hpva.org</a></td>
</tr>
<tr>
<td>HPW</td>
<td>H. P. White Laboratory, Inc.</td>
<td>(973) 267-9700</td>
<td><a href="http://www.hpwhite.com">www.hpwhite.com</a></td>
</tr>
</tbody>
</table>
IAS  International Approval Services  
(Now CSA International)

IBF  International Badminton Federation  
www.intbadfed.org

ICEA  Insulated Cable Engineers Association, Inc.  
www.icea.net

ICRI  International Concrete Repair Institute, Inc.  
www.icri.org

IEC  International Electrotechnical Commission  
www.iec.ch

IEEE  Institute of Electrical and Electronics Engineers, Inc. (The)  
www.ieee.org

IESNA  Illuminating Engineering Society of North America  
www.iesna.org

IGCC  Insulating Glass Certification Council  
www.igcc.org

IGMA  Insulating Glass Manufacturers Alliance (The)  
www.igmaonline.org

ILI  Indiana Limestone Institute of America, Inc.  
www.iliai.com

ISO  International Organization for Standardization  
www.iso.ch

ISSFA  International Solid Surface Fabricators Association  
www.issfa.net

ITS  Intertek  
www.intertek.com

ITU  International Telecommunication Union  
www.itu.int/home

KCMA  Kitchen Cabinet Manufacturers Association  
www.kcma.org

LMA  Laminating Materials Association  
(Now part of CPA)

LPI  Lightning Protection Institute  
www.lightning.org

MBMA  Metal Building Manufacturers Association  
www.mbma.com
MFMA  Maple Flooring Manufacturers Association
www.maplefloor.org  (847) 480-9138

MFMA  Metal Framing Manufacturers Association
www.metalframingmfg.org  (312) 644-6610

MH  Material Handling
(Now MHIA)

MHIA  Material Handling Industry of America
www.mhia.org  (800) 345-1815
(704) 676-1190

MIA  Marble Institute of America
www.marble-institute.com  (440) 250-9222

MPI  Master Painters Institute
www.paintinfo.com  (888) 674-8937

MSS  Manufacturers Standardization Society of The Valve and
Fittings Industry Inc.
www.mss-hq.com  (703) 281-6613

NAAMM  National Association of Architectural Metal Manufacturers
www.naamm.org  (312) 332-0405

NACE  NACE International
(National Association of Corrosion Engineers International)
www.nace.org  (281) 228-6200

NADCA  National Air Duct Cleaners Association
www.nadca.com  (202) 737-2926

NAGWS  National Association for Girls and Women in Sport
www.aahperd.org/nagws/  (800) 213-7193, ext. 453

NAIMA  North American Insulation Manufacturers Association (The)
www.naima.org  (703) 684-0084

NBGQA  National Building Granite Quarries Association, Inc.
www.nbgqa.com  (800) 557-2848

NCAA  National Collegiate Athletic Association (The)
www.ncaa.org  (317) 917-6222

NCMA  National Concrete Masonry Association
www.ncma.org  (703) 713-1900

NCPI  National Clay Pipe Institute
www.ncpi.org  (262) 248-9094

NCTA  National Cable & Telecommunications Association
(202) 775-3550
<table>
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<th>Acronym</th>
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<th>Website</th>
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<tr>
<td>NEBB</td>
<td>National Environmental Balancing Bureau</td>
<td>(301) 977-3698</td>
<td><a href="http://www.nebb.org">www.nebb.org</a></td>
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<tr>
<td>NECA</td>
<td>National Electrical Contractors Association</td>
<td>(301) 657-3110</td>
<td><a href="http://www.necanet.org">www.necanet.org</a></td>
</tr>
<tr>
<td>NeLMA</td>
<td>Northeastern Lumber Manufacturers’ Association</td>
<td>(207) 829-6901</td>
<td><a href="http://www.nelma.org">www.nelma.org</a></td>
</tr>
<tr>
<td>NEMA</td>
<td>National Electrical Manufacturers Association</td>
<td>(703) 841-3200</td>
<td><a href="http://www.nema.org">www.nema.org</a></td>
</tr>
<tr>
<td>NETA</td>
<td>InterNational Electrical Testing Association</td>
<td>(303) 697-8441</td>
<td><a href="http://www.netaworld.org">www.netaworld.org</a></td>
</tr>
<tr>
<td>NFHS</td>
<td>National Federation of State High School Associations</td>
<td>(317) 972-6900</td>
<td><a href="http://www.nfhs.org">www.nfhs.org</a></td>
</tr>
<tr>
<td>NFPA</td>
<td>NFPA (National Fire Protection Association)</td>
<td>(800) 344-3555 (617) 770-3000</td>
<td><a href="http://www.nfpa.org">www.nfpa.org</a></td>
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<tr>
<td>NFRC</td>
<td>National Fenestration Rating Council</td>
<td>(301) 589-1776</td>
<td><a href="http://www.nfrc.org">www.nfrc.org</a></td>
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<tr>
<td>NGA</td>
<td>National Glass Association</td>
<td>(703) 442-4890</td>
<td><a href="http://www.glass.org">www.glass.org</a></td>
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<tr>
<td>NHLA</td>
<td>National Hardwood Lumber Association</td>
<td>(800) 933-0318 (901) 377-1818</td>
<td><a href="http://www.natlhardwood.org">www.natlhardwood.org</a></td>
</tr>
<tr>
<td>NLGA</td>
<td>National Lumber Grades Authority</td>
<td>(604) 524-2393</td>
<td><a href="http://www.nlga.org">www.nlga.org</a></td>
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<tr>
<td>NOFMA</td>
<td>National Oak Flooring Manufacturers Association</td>
<td>(901) 526-5016</td>
<td><a href="http://www.nofma.org">www.nofma.org</a></td>
</tr>
<tr>
<td>NRCA</td>
<td>National Roofing Contractors Association</td>
<td>(800) 323-9545 (847) 299-9070</td>
<td><a href="http://www.nrca.net">www.nrca.net</a></td>
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<tr>
<td>NRMCA</td>
<td>National Ready Mixed Concrete Association</td>
<td>(888) 846-7622 (301) 587-1400</td>
<td><a href="http://www.nrmca.org">www.nrmca.org</a></td>
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<tr>
<td>NSF</td>
<td>NSF International (National Sanitation Foundation International)</td>
<td>(800) 673-6275 (734) 769-8010</td>
<td><a href="http://www.nsfnf.org">www.nsfnf.org</a></td>
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<td>NSSGA</td>
<td>National Stone, Sand &amp; Gravel Association</td>
<td>(800) 342-1415 (703) 525-8788</td>
<td><a href="http://www.nssga.org">www.nssga.org</a></td>
</tr>
<tr>
<td>NTMA</td>
<td>National Terrazzo &amp; Mosaic Association, Inc.</td>
<td>(800) 323-9736</td>
<td></td>
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</table>
www.ntma.com  (540) 751-0930

NTRMA National Tile Roofing Manufacturers Association (Now TRI)

NWWDA National Wood Window and Door Association (Now WDMA)

OPL Omega Point Laboratories, Inc.  (800) 966-5253
www.opl.com  (210) 635-8100

PCI Precast/Prestressed Concrete Institute  (312) 786-0300
www pci.org

PDCA Painting & Decorating Contractors of America  (800) 332-7322
www.pdca.com  (314) 514-7322

PDI Plumbing & Drainage Institute  (800) 589-8956
www.pdionline.org  (978) 557-0720

PGI PVC Geomembrane Institute  (217) 333-3929
http://pgi-tp.ce.uiuc.edu

PTI Post-Tensioning Institute  (602) 870-7540
www.post-tensioning.org

RCSC Research Council on Structural Connections  (800) 644-2400
www.boltcouncil.org  (312) 670-2400

RFCI Resilient Floor Covering Institute  (301) 340-8580
www.rfci.com

RIS Redwood Inspection Service  (888) 225-7339
www.calredwood.org  (415) 382-0662

RTI (Formerly: NTRMA - National Tile Roofing Manufacturers Association) (Now TRI)

SAE SAE International  (724) 776-4841
www.sae.org

SDI Steel Deck Institute  (847) 462-1930
www.sdi.org

SDI Steel Door Institute  (440) 899-0010
www.steeldoor.org

SEFA Scientific Equipment and Furniture Association  (516) 294-5424
www.sefalabs.com

SEI Structural Engineering Institute  (800) 548-2723
www.seinstitute.com  (703) 295-6195
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<tr>
<td>SGCC</td>
<td>Safety Glazing Certification Council</td>
<td>(315) 646-2234</td>
<td><a href="http://www.sgcc.org">www.sgcc.org</a></td>
</tr>
<tr>
<td>SIA</td>
<td>Security Industry Association</td>
<td>(703) 683-2075</td>
<td><a href="http://www.siaonline.org">www.siaonline.org</a></td>
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<tr>
<td>SIGMA</td>
<td>Sealed Insulating Glass Manufacturers Association (Now IGMA)</td>
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<tr>
<td>SJI</td>
<td>Steel Joist Institute</td>
<td>(843) 626-1995</td>
<td><a href="http://www.steeljoist.org">www.steeljoist.org</a></td>
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<tr>
<td>SMA</td>
<td>Screen Manufacturers Association</td>
<td>(561) 533-0991</td>
<td><a href="http://www.smacentral.org">www.smacentral.org</a></td>
</tr>
<tr>
<td>SMACNA</td>
<td>Sheet Metal and Air Conditioning Contractors’ National Association</td>
<td>(703) 803-2980</td>
<td><a href="http://www.smacna.org">www.smacna.org</a></td>
</tr>
<tr>
<td>SMPTE</td>
<td>Society of Motion Picture and Television Engineers</td>
<td>(914) 761-1100</td>
<td><a href="http://www.smpte.org">www.smpte.org</a></td>
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<td>SPFA</td>
<td>Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)</td>
<td>(800) 523-6154</td>
<td><a href="http://www.sprayfoam.org">www.sprayfoam.org</a></td>
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<tr>
<td>SPIB</td>
<td>Southern Pine Inspection Bureau (The)</td>
<td>(850) 434-2611</td>
<td><a href="http://www.spib.org">www.spib.org</a></td>
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<tr>
<td>SPI/SPFD</td>
<td>Society of the Plastics Industry, Inc. (The) Spray Polyurethane Foam Division (Now SPFA)</td>
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<tr>
<td>SPRI</td>
<td>SPRI (Single Ply Roofing Institute)</td>
<td>(781) 647-7026</td>
<td><a href="http://www.spri.org">www.spri.org</a></td>
</tr>
<tr>
<td>SSINA</td>
<td>Specialty Steel Industry of North America</td>
<td>(800) 982-0355</td>
<td><a href="http://www.ssina.com">www.ssina.com</a></td>
</tr>
<tr>
<td>SSPC</td>
<td>SSPC: The Society for Protective Coatings</td>
<td>(877) 281-7772</td>
<td><a href="http://www.sspc.org">www.sspc.org</a></td>
</tr>
<tr>
<td>STI</td>
<td>Steel Tank Institute</td>
<td>(847) 438-8265</td>
<td><a href="http://www.steeltank.com">www.steeltank.com</a></td>
</tr>
<tr>
<td>SWI</td>
<td>Steel Window Institute</td>
<td>(216) 241-7333</td>
<td><a href="http://www.steelwindows.com">www.steelwindows.com</a></td>
</tr>
<tr>
<td>SWRI</td>
<td>Sealant, Waterproofing, &amp; Restoration Institute</td>
<td>(816) 472-7974</td>
<td><a href="http://www.swrionline.org">www.swrionline.org</a></td>
</tr>
</tbody>
</table>
TCNA  Tile Council of North America, Inc.  
www.tileusa.com  
(864) 646-8453

TIA/EIA  Telecommunications Industry Association/Electronic Industries Alliance  
www.tiaonline.org  
(703) 907-7700

TMS  The Masonry Society  
www.masonrysociety.org  
(303) 939-9700

TPI  Truss Plate Institute, Inc.  
www.tpinst.org  
(608) 833-5900

TPI  Turfgrass Producers International  
www.turfgrasssod.org  
(800) 405-8873  
(847) 705-9898

TRI  Tile Roofing Institute  
(Formerly: RTI - Roof Tile Institute)  
www.tileroofing.org  
(312) 670-4177

UL  Underwriters Laboratories Inc.  
www.ul.com  
(800) 285-4476  
(847) 272-8800

UNI  Uni-Bell PVC Pipe Association  
www.uni-bell.org  
(972) 243-3902

USAV  USA Volleyball  
www.usavolleyball.org  
(888) 786-5539  
(719) 228-6800

USGBC  U.S. Green Building Council  
www.usgbc.org  
(202) 828-7422

USITT  United States Institute for Theatre Technology, Inc.  
www.usitt.org  
(800) 938-7488  
(315) 463-6463

WASTEC  Waste Equipment Technology Association  
www.wastec.org  
(800) 424-2869  
(202) 244-4700

WCLIB  West Coast Lumber Inspection Bureau  
www.wclib.org  
(800) 283-1486  
(503) 639-0651

WCMA  Window Covering Manufacturers Association  
(Now WCSC)  
WCMA

WCSC  Window Covering Safety Council  
(Formerly: WCMA - Window Covering Manufacturers Association)  
www.windowcoverings.org  
(800) 506-4636  
(212) 661-4261

WDMA  Window & Door Manufacturers Association  
(Formerly: NWWDA - National Wood Window and Door Association)  
www.wdma.com  
(800) 223-2301  
(847) 299-5200
<table>
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<th>Acronym</th>
<th>Description</th>
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<tr>
<td>WI</td>
<td>Woodwork Institute (Formerly: WIC - Woodwork Institute of California)</td>
<td>(916) 372-9943</td>
<td><a href="http://www.wicnet.org">www.wicnet.org</a></td>
</tr>
<tr>
<td>WIC</td>
<td>Woodwork Institute of California (Now WI)</td>
<td></td>
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<tr>
<td>WMMPA</td>
<td>Wood Moulding &amp; Millwork Producers Association</td>
<td>(800) 550-7889</td>
<td><a href="http://www.wmmpa.com">www.wmmpa.com</a></td>
</tr>
<tr>
<td>WSRCA</td>
<td>Western States Roofing Contractors Association</td>
<td>(800) 725-0333</td>
<td><a href="http://www.wsrca.com">www.wsrca.com</a></td>
</tr>
<tr>
<td>WWPA</td>
<td>Western Wood Products Association</td>
<td>(503) 224-3930</td>
<td><a href="http://www.wwpa.org">www.wwpa.org</a></td>
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</tbody>
</table>

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

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<thead>
<tr>
<th>Acronym</th>
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<tr>
<td>BOCA</td>
<td>BOCA International, Inc. (See ICC)</td>
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<td>CABO</td>
<td>Council of American Building Officials (See ICC)</td>
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<td></td>
</tr>
<tr>
<td>IAPMO</td>
<td>International Association of Plumbing and Mechanical Officials</td>
<td>(909) 472-4100</td>
<td><a href="http://www.iapmo.org">www.iapmo.org</a></td>
</tr>
<tr>
<td>ICBO</td>
<td>International Conference of Building Officials (See ICC)</td>
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</tr>
<tr>
<td>ICBO ES</td>
<td>ICBO Evaluation Service, Inc. (See ICC-ES)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ICC</td>
<td>International Code Council (Formerly: CABO - Council of American Building Officials)</td>
<td>(703) 931-4533</td>
<td><a href="http://www.iccsafe.org">www.iccsafe.org</a></td>
</tr>
<tr>
<td>NES</td>
<td>National Evaluation Service (See ICC-ES)</td>
<td>(562) 699-0543</td>
<td></td>
</tr>
<tr>
<td>SBCCI</td>
<td>Southern Building Code Congress International, Inc. (See ICC)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

DEIFNITIONS & REFERENCES
Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

**CE**  
Army Corps of Engineers  
www.usace.army.mil  
(800) 638-2772  
(301) 504-6816

**CPSC**  
Consumer Product Safety Commission  
www.cpsc.gov  
(800) 638-2772  
(301) 504-6816

**DOC**  
Department of Commerce  
www.commerce.gov  
(202) 482-2000

**DOD**  
Department of Defense  
www.dodssp.daps.mil  
(215) 697-6257

**DOE**  
Department of Energy  
www.eren.doe.gov  
(202) 586-9220

**EPA**  
Environmental Protection Agency  
www.epa.gov  
(202) 272-0167

**FAA**  
Federal Aviation Administration  
www.faa.gov  
(202) 366-4000

**FCC**  
Federal Communications Commission  
www.fcc.gov  
(888) 225-5322

**FDA**  
Food and Drug Administration  
www.fda.gov  
(888) 463-6332

**GSA**  
General Services Administration  
www.gsa.gov  
(800) 488-3111  
(202) 501-1888

**HUD**  
Department of Housing and Urban Development  
www.hud.gov  
(202) 708-1112

**LBL**  
Lawrence Berkeley National Laboratory  
www.lbl.gov  
(510) 486-4000

**NCHRP**  
National Cooperative Highway Research Program  
(See TRB)

**NIST**  
National Institute of Standards and Technology  
www.nist.gov  
(301) 975-6478

**OSHA**  
Occupational Safety & Health Administration  
www.osha.gov  
(800) 321-6742  
(202) 693-1999

**PBS**  
Public Building Service  
(See GSA)
PHS  Office of Public Health and Science  (202) 690-7694
http://phs.os.dhhs.gov

RUS  Rural Utilities Service  (202) 720-9540
(See USDA)

SD  State Department  (202) 647-4000
www.state.gov

TRB  Transportation Research Board  (202) 334-2934
www.nas.edu/trb

USDA  Department of Agriculture  (202) 720-2791
www.usda.gov

USPS  Postal Service  (202) 268-2000
www.usps.com

E.  State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF  State of California, Department of Consumer Affairs  (800) 952-5210
Bureau of Home Furnishings and Thermal Insulation  (916) 574-2041
www.dca.ca.gov/bhfti

CPUC  California Public Utilities Commission  (415) 703-2782
www.cpuc.ca.gov

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Quality assurance and control of installation.
   2. References.
   4. Inspection and testing laboratory services.
   5. Manufacturer's field services.

1.3 RELATED SECTIONS

A. Submission of manufacturers' instructions and

B. Sections requiring Laboratory Testing:
   1. Section 01 3300 – Submittal Requirements: certificates
   2. Section 03 3000 – Cast-in-Place Concrete
   3. Section 05 1200 – Structural Steel
   4. Section 05 5000 – Metal Fabrications
   5. Section 31 2333 – Trenching, Backfilling and Compaction
   6. Section 31 2200 – Earthwork and Grading
   7. Section 32 1233 – Paving and Surfacing: Asphalt Concrete Paving and Portland Cement Concrete Paving

1.4 QUALITY ASSURANCE AND 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. If manufacturers’ instructions conflict with Contract Documents, request clarification from Architect/Engineer 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.

1.5 REFERENCES

A. Conform to reference standard by date of issue current on date specified in product sections.

B. Should specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer 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.

1.6 MOCK-UP

A. Mock-up and sample panels will be performed under various sections and identified as sample panels or mock-ups.

B. Assemble and erect specified items with specified attachments, anchorage, flashing, seals and finishes.

C. Where mock-up has been accepted by Architect/Engineer and is specified in product specification section to be removed, remove mock-up and clear area as directed.

D. Whereas, mock-up submittals will be submitted until the acceptance by Architect/Engineer and Construction Manager.

1.7 INSPECTION AND TESTING LABORATORY SERVICES

A. CLPCCD will appoint, employ and pay for services of an independent firm to perform inspection and testing.

B. The independent firm will perform inspections, tests, and other services specified in individual specification sections and as required by the Architect/Engineer. Promptly notify Construction Manager, Architect/Engineer, DSA, Project Inspector, and Contractor of observed irregularities or deficiencies of work or products.

C. Reports will be submitted by the independent firm, one copy each, to the Construction Manager, Architect, Engineer, Division of the State Architect, Contractor and Project Inspector. Indicate observations and results of tests and indicate compliance or non-compliance with Contract Documents and Title 24, C.C.R. specifically, each report will include the following:
1. Date issued; date and time of sampling or inspection; date of test.
2. Project title and number; testing laboratory name, address and telephone number; name and signature of laboratory inspector.
3. Location of sampling or test; temperature and weather condition.
4. Type of inspection or test; identification of product and specification section; results of test and compliance with Contract Documents and Title 24, C.C.R.
5. Perform additional tests as required by Architect/Engineer and/or Project Inspector; interpret test results, when requested by Architect/Engineer.
6. Special Inspections: as shown on attached Tests & Inspections (T&I) list for each section.

D. Contractor shall cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
1. Notify Architect/Engineer 72 hours in advance and/or independent firm 24 hours prior to expected time for operations requiring services.
2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
3. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the work of the contract.

E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer and/or Project Inspector. Payment for retesting will be paid by the Contractor by deducting inspection or testing charges from the Contract Sum on the next scheduled payment.

1.8 MANUFACTURER'S FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Construction Manager thirty (30) calendar days in advance of required observations. Observer shall be subject to approval of Construction Manager and Architect/Engineer.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Refer to Section 01 3300 – Submittal Procedures: Manufacturers' Instructions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 RELATED SECTIONS

A. Section 01 1100 "Summary of Work" for limitations on utility interruptions and other work restrictions.

B. Section 01 3400 "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.

C. Section 01 7300 "Execution Requirements" for progress cleaning requirements.

D. Divisions 2 through 33 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

E. Section 32 1233 "Paving & Surfacing" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

1.4 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.
1.5 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.

C. Reclaimed Water Service: Pay reclaimed water service use charges for water used by all entities for construction operations.

D. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

E. Water Service: Domestic Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

F. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.6 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.7 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.8 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pavement: Comply with Division 32 Section "Concrete Paving."
B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete bases for supporting posts of sufficient weight to prevent overturning.

   1. Provide additional weighted bases as necessary to comply with local high wind conditions.

C. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."

D. Paint: Comply with requirements in Division 9 painting Sections.

2.2 TEMPORARY FACILITIES

A. Contractor shall obtain permits for, install and maintain in safe condition, whatever scaffolds, hoisting equipment, barricades, walkways, or other temporary structures, which may be required to accomplish the work on the Project. Contractor shall enclose and secure Project Site, including lay down area with a temporary chain link fence. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable State and local codes and regulations.

B. Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the Work it may become necessary for curing and drying of materials or to warm spaces as may be required for the installation of materials or finishes.

C. Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the Project. If it is necessary for dewatering to occur continually, Contractor shall have on hand whatever spare parts or equipment that may be required to prevent interruption of dewatering.

D. Contractor shall provide and maintain all utility services necessary to perform the work under this Contract. These may include, but are not limited to, temporary electricity, water, gas, sewer and telephone, including charges and installation fees. Contractor shall furnish and maintain all means of distribution of utility services required within the site to properly complete the Project.

E. Materials, tools, accessories, etc., shall be stored only where directed by CLPCCD. Storage area shall be kept neat and clean. Security of stored items shall be Contractor's responsibility.

F. When flammable materials are stored on site, extra precautions, including clear identification, shall be the responsibility of Contractor.

G. Contractor shall provide and maintain temporary toilets in quantities and locations as required by CAL/OSHA and other local codes and regulations. They shall be maintained and supplied in a usable and sanitary condition at all times.

H. If water at construction site is determined to be non-potable by Inspector, Contractor shall provide and maintain adequate potable water stations at site until final completion of the Project.

I. Contractor shall maintain an office at the Project site, which will be his headquarters for the Project. Any communications delivered to this office shall be considered as delivered to Contractor. Location and size of office shall be such that it will adequately serve the needs of Contractor's superintendent and assistants in the performance of their duties.
J. Contractor shall also provide and maintain the following temporary facilities for the duration of the project. Contractor shall obtain approval of the plans and specifications for all the following temporary facilities from Construction Manager prior to delivery to job site. Construction Manager shall have the option to reject said facilities if they do not meet Construction Manager's needs.

K. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

L. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:
   1. Field office, at least 10' x 10', for use by the Inspector, which may be a part of the Construction Manager's field office if of sufficient size and capable of establishing separate locked entrance to the inspector's portion of the office.
      a. One (1) computer and monitor
      b. One (1) laser printer
      c. One (1) plain paper copier with the capacity to reproduce 8 W x 11" paper, 8 1/2, x 14" paper and ledger size paper at a rate of 65 pages per minute.
      d. One (1) telephone with speakerphone and 3-way conference call capacity.
      e. One (1) plain paper fax
      f. One (1) desk, one (1) chair, one (1) conference table sufficient for seating at least four (4) people, minimum four (4) conference chairs.
      g. One table suitable for review of full size drawings.
      h. File cabinets and plan holders as necessary.
      i. First aid kit.
   2. Services for Inspector Filed offices
      a. Telephone service including DSL lines for telephones, fax machines and computers.
      b. Electrical Service.
      c. Maintenance and service of all equipment.
      d. Trash removal and general janitorial services.
   3. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
   4. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- square tack board.
   5. Drinking water and private toilet.
   6. Coffee machine and supplies.
   7. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

M. Storage and Fabrication containers: Provide units sized, furnished, and equipped to accommodate materials and equipment for construction operations.
   1. Store combustible materials apart from building.

N. Contractor shall promptly remove all such Temporary Facilities when they are no longer needed for the work or for completion of the Project, mutually agreed upon by Contractor and CLPCCD.

O. Contractor shall provide and maintain in the Temporary Facilities a copy of the California Code of Regulations Title 24 (latest edition) Parts I & II.
2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

2.4 SIGNS

A. No signs may be displayed on or about CLPCCD's property (except those required by law) without CLPCCD's specific approval; the size, content, and location to be as specified by CLPCCD.

2.5 USE OF ROADWAYS AND WALKWAYS

A. Contractor shall never block or interfere with use of any existing roadway, walkway or other facility for vehicular or pedestrian traffic, from any party entitled to use it. Wherever and whenever such interference becomes necessary for the proper and convenient performance of the Work, and no satisfactory detour route exists, Contractor shall, before beginning the interference, provide a satisfactory detour, including temporary bridge if necessary, or other proper facility for traffic to pass around or over the interference. Contractor shall maintain the detour in a safe and satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Specifications.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse
effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
1. Install electric power service overhead, unless otherwise indicated.
2. Connect temporary service to Owner's existing power source, as directed by Owner.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
2. Install lighting for Project identification sign.

I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
1. Provide additional telephone lines for the following:
   a. Provide a dedicated telephone line for each facsimile machine and computer in each field office.
2. At each telephone, post a list of important telephone numbers.
   a. Police and fire departments.
   b. Ambulance service.
   c. Contractor's home office.
   d. Architect's office.
   e. Engineers' offices.
   f. Owner's office.
   g. Principal subcontractors' field and home offices.
3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

J. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities.
1. Provide cable television/Internet in primary field office.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion.
   a. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
LAS POSITAS COMMUNITY COLLEGE, STUDENT SERVICES & ADMINISTRATION BUILDING
LIVERMORE, CALIFORNIA

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
   1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
   1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.

F. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated on Drawings. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
   1. Provide temporary, directional signs for construction personnel and visitors.
   2. Maintain and touchup signs so they are legible at all times.

G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

H. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
   1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
   2. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

I. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

J. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
   1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
   2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 2 Section "Earthwork."
   3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 2 Section "Hot-Mix Asphalt Paving."

K. Waste Disposal Facilities: Comply with requirements specified in Division 1 Section "Construction Waste Management."

L. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

M. Temporary Elevator Use: Refer to Division 14 Sections for temporary use of new elevators.

N. Existing Elevator Use: Use of Owner’s existing elevators will be permitted, as long as elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
   1. Do not load elevators beyond their rated weight capacity.
   2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

O. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

P. Existing Stair Usage: Use of Owner’s existing stairs will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
   1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

Q. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
   1. Comply with work restrictions specified in Division 1 Section "Summary."

B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
   1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.

F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
   1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
      a. Refer to Phasing Plan for various configurations as needed
   2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.

G. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
   1. Prohibit smoking in construction areas.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
   4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

J. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 2 Section "Site Clearing."

K. Tree and Plant Protection: Comply with requirements specified in Division 1 Section "Tree Protection and Trimming."

L. Covered Walkway: Erect structurally adequate, protective, covered walkway for passage of individuals along adjacent public street(s). Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings.
   1. Construct covered walkways using scaffold or shoring framing.
   2. Provide wood-plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
3. Extend back wall beyond the structure to complete enclosure fence.
4. Paint and maintain in a manner approved by Owner and Architect.

M. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

N. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
2. Construct dustproof partitions with 2 layers of polyethylene sheet on each side. Cover floor with 2 layers of polyethylene sheet, extending sheets up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
   a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.
3. Insulate partitions to provide noise protection to occupied areas.
4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
5. Protect air-handling equipment.
7. Provide walk-off mats at each entrance through temporary partition.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might...
impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

E. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. GENERAL: Provide all materials, equipment and labor necessary for compliance with Contractor’s Storm Water Pollution Prevention Plan.

1. Comply with requirements of LEED Sustainable Sites, Prerequisite 1: Construction Activity Pollution Prevention.

B. STORM WATER POLLUTION PREVENTION PLAN: Prepare a Storm Water Pollution Prevention Plan (SWPPP) tailored to the Contractor’s operations, methods and equipment.

1. The SWPPP shall be provided by the Contractor prior to the start of work. The SWPPP shall be tailored to the contractor’s approach to the work in this contract. The Contractor shall as a minimum address:

   a. Cut and fill operations
   b. Temporary stockpiles
   c. Vehicle and equipment storage, maintenance and fueling operations
   d. Concrete, plaster, mortar and paint disposal
   e. Dust control
   f. Tracking of dirt, mud on off-site streets
   g. Pipe flushing
   h. All other items per Section 01 5723 – Storm Water Pollution Prevention Plan (SWPPP).

1.3 QUALITY CONTROL

A. GENERAL: Comply with Section 01 4500.

1.4 SUBMITTALS

A. STORM WATER POLLUTION PREVENTION PLAN: The Contractor shall submit and obtain the Storm Water Pollution Prevention Plan prior to beginning work on site, and in conformance with Section 01 5723.
B. Notice Of Intent (NOI): The Contractor shall submit a NOI to the State Water Resources Control Board prior to beginning work on site.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Comply with the requirements of Section 01 5723 – Storm Water Pollution Prevention Plan.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with the requirements of Section 01 5723 – Storm Water Pollution Prevention Plan.

- END OF SECTION -
TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section specifies

1. Requirements for LEED EQ Prerequisite 1 Prerequisite 2
2. Requirements for LEED Credit EQ 3.1: Special requirements for Indoor Air Quality (IAQ) management during construction operations.
3. Requirements for LEED Credit EQ 3.2: Special requirements for Indoor Air Quality (IAQ) management before occupancy.

B. Related requirements specified elsewhere:

1. General requirements and procedures for compliance with U.S. Green Building Council's (USGBC) LEED prerequisites and credits – Section
2. Section 01 8113, Sustainable Design Requirements (LEED).
3. Fundamental commissioning of building energy systems - Section 01 9113, Commissioning Requirements.

1.3 REFERENCES

A. Referenced Standards:

1. Credit EQ 3.1: Sheet Metal and Air Conditioning Contractors National Association (SMACNA) "IAQ Guideline for Occupied Buildings under Construction, 1995".
3. Credit EQ 3.2, Option Number 2 - Air Quality Testing: Comply with U.S. Environmental Protection Agency (EPA) "Compendium of Methods for the Determination of Air Pollutants in Indoor Air".
1.4 DEFINITIONS


B. Adequate Ventilation: Ventilation, including air circulation and air changes, required to cure materials, dissipate humidity, and prevent accumulation of dust fumes, vapors, or gases.

C. Environmental Pollution and Damage: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; or degrade the utility of the environment for aesthetic, cultural, or historical purposes.

D. Hazardous Materials: Includes pesticides, biocides, and carcinogens as listed by recognized authorities, such as the Environmental Protection Agency (EPA) and the International Agency for Research on Cancer (IARC).

E. Indoor Air Quality (IAQ): The composition and characteristics of the air in an enclosed space that affect the occupants of that space. The indoor air quality of a space refers to the relative quality of air in a building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed.

F. Interior Final Finishes: Materials and products that will be exposed at interior occupied spaces, including flooring, wall covering, finish carpentry, and ceilings.

G. Packaged Dry Products: Materials and products that are installed in dry form and are delivered to the site in manufacturer's packaging; including carpets, resilient flooring, ceiling tiles, and insulation.

H. Wet Products: Materials and products installed in wet form, including gypsum taping mud, paints, sealants, adhesives, and special coatings.

1.5 SUBMITTALS

A. General requirements for indoor air quality management plan: Not more than 20 days after the Pre-construction meeting, submit an IAQ Management Plan including:


2. Schedule for application of interior finishes, including procedures for protection of installed materials from particulate off-gassing of subsequently applied materials.

3. How Contractor proposes to meet LEED Credit EQ 3.2; by either of the 2 following options:

   a. Option 1: Perform building flush-out in conformance with IAQ requirements as described in the referenced standards.

   b. Option 2: Submittal of specifications and documentation demonstrating conformance with IAQ testing procedures and requirements as described in the referenced standards.

4. Revise and resubmit Plan until accepted by the designated LEED professional for the Project.
B. LEED Credit EQ 3.1
1. Submit 6 photographs at 3 different occasions including at fabrication facility during construction along with a brief description of the SMACNA approach employed, documenting implementation of the IAQ management measures, such as protection of ducts and protection from absorption of on-site stored or installed absorptive materials.
2. Filtration
   a. Confirm if permanently installed air handlers were used during construction. If permanently installed air handlers are in-place or used during construction, submit product “cut sheets” for both filtration media used during construction and for filtration media installed immediately prior to occupancy.
   b. Highlight the Minimum Efficiency Reporting (MERV) values for both types of filters, location of each installed filter used during construction and confirm that it was replaced immediately prior to occupancy, by providing replacement date and occupancy dates.
C. LEED Credit EQ 3.2: Either option as selected by the Contractor.
   1. Option Number 1
      a. Signed statement describing the building air flush-out procedures including the dates when flush-out was begun and completed and statement that filtration media was replaced after flush-out.
      b. Product data for filtration media used during flush-out.
   2. Option Number 2 for LEED Credit EQ 3.2, requirement: Report from testing and inspecting agency indicating results of IAQ testing and documentation showing conformance with IAQ testing procedures and requirements
D. Certification of compliance with specified indoor air quality requirements.

1.6 QUALITY ASSURANCE
A. Preconstruction Meeting: After award of Contract and prior to the commencement of the Work, schedule and conduct meeting with Owner and Architect to discuss the proposed IAQ Management Plan and to develop mutual understanding relative to details of environmental protection.
B. Certification: Certify compliance in writing before allowing the space to be occupied.

1.7 SEQUENCING
A. Work specified in this section must be completed before occupancy.
B. Where products are installed that off-gas either odorous or non-odorous particulates, apply such products prior to the installation of porous, fibrous, or other materials that may absorb off-gassed particulates. Or if approved by the Architect, measures if found acceptable to the Architect my be employed to fully protect installed materials from off-gassed particulates.
C. IAQ testing will be performed after verification of HVAC system’s proper operation.
PART 2 - PRODUCTS

2.1 FILTERS

A. Permanently installed HVAC filtration media must meet Minimum Efficiency Reporting standard of MERV 13.

B. Temporary Filters: Minimum efficiency reporting standard of MERV 8.

PART 3 - EXECUTION

3.1 INDOOR AIR QUALITY MANAGEMENT FOR LEED CREDIT EQ 3.1


B. HVAC Protection
   1. To the greatest extent possible, isolate and/or shut down the return side of the HVAC system during construction. When ventilation system must be operational during construction activities, provide temporary filters.
   2. Remove oil coatings and dirt from both interior and exterior ductwork surfaces.

C. Source Control: Provide low and zero VOC materials as specified.

D. Pathway Interruption: Isolate areas of work as necessary to prevent contamination of clean or occupied spaces. Provide pressure differentials and/or physical barriers to protect clean or occupied spaces.

E. Housekeeping: During construction, maintain project, building products and systems and prevent contamination of building spaces.
   1. Do not permit stored on-site and installed absorptive materials to become damaged by moisture.
   2. Pre-ventilate packaged dry products for a minimum of 14 days prior to installation. Remove from packaging and ventilate in a secure, dry, well-ventilated space free from contaminant sources and residues that may cause air-born contaminate levels to rise above the maximum specified concentrations. Maintain temperature of between 60 and 90 degrees in ventilating areas during ventilation periods.
   3. Ventilate during and after installation of interior products and interior final finishes. Ventilate to the outside.
   4. Provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 as determined by ASHRAE 52.2-1999 during construction and MERV 13 for building flushout and owner occupancy.
3.2 BUILDING FLUSH-OUT CREDIT EQ 3.2, LEED OPTION 1

A. Pre-requisite: Before commencing building flush-out verify that all other construction activity, including all other “punch-list”, items have been completed, including balancing of HVAC systems and cleaning of interior finishes. Commissioning may proceed during flush-out provided it does not introduce additional contaminants into the building[s].

B. Immediately prior to occupancy, perform a building air flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of floor area while maintaining a minimum internal temperature of 60 degrees F and a maximum relative humidity of 60 percent. Replace construction air filters before after building air flush-out.
   1. Inspect and replace all air filters after flush-out that have become contaminated during flush-out.
   2. Supply airflow at 6 air changes per hour when outside temperature is between 55 and 85 degrees F and humidity is between 30 and 60 percent. Supply a minimum of 1.5 air changes per hour when conditions are not within this range.

C. If occupancy is desired prior to completion of flush-out, the spaces may be occupied after a minimum of 3,500 cubic feet of outdoor air per square feet of floor area is delivered to the space.
   1. After occupation, ventilate space with outside air at either a minimum rate of 0.30 cubic feet per minute for each square foot of area or the design minimum outside air rate as determined in EQ Prerequisite 1, whichever is greater. If the HVAC system is not designed to accommodate this volume of conditioned air, provide either fans in windows, portable heating or HVAC units to supply the required volume of fresh air until the flush-out period is completed.
   2. Begin ventilation each day during the flush-out period, a minimum of 3 hours prior to occupancy and continue during occupancy. Maintain ventilation until 14,000 cubic feet per square foot of outside air is delivered to the space.
   3. Do not switch the HVAC system to its normal operational mode until the required volume of air is delivered to the space. Construction schedule shall allow a minimum of 28 days to accomplish required air delivery.

3.3 INDOOR AIR QUALITY TESTING FOR CREDIT EQ 3.2, LEED OPTION 2

A. General
   1. Install all interior finishes prior to testing, including but not limited to millwork, doors, paint, carpet, and acoustic tiles. Have non-fixed furnishings in place, wherever practical, before testing.
   2. Provide all labor necessary to assist testing agency in conduct of testing.

B. Indoor air contaminants standards and limits. Do not exceed the following limits.
   1. Formaldehyde: 50 parts per billion
   2. Particulates (PM10): 50 micrograms per cubic meter
   3. Total Volatile Organic Compounds (TVOC): 500 micrograms per cubic meter
   4. Carbon Monoxide (CO): 9 parts per million and no greater than 2 parts per million above outdoor levels.
5. 4-Phenylcyclohexene (4-PCH): 6.5 micrograms per cubic meter. This test only required if carpets and fabrics with styrene butadiene rubber (SBR) latex backing material are installed as part of the base building systems.

C. Re-testing
1. For each sampling point where the maximum concentration limits for a particular chemical contaminant are exceeded, additional flush-out with outside air and retesting will be required.
2. Retesting procedures will be required until all requirements have been met.

D. Test Reports: Prepare test reports showing the results and location of each test, a summary of the HVAC operating conditions, a listing of any discrepancies and, if required, recommendations for corrective actions.
1. Include certification of test equipment calibration with each test report.
2. When tests fail standards, ventilate the building with 100 percent outside air until the building passes both air quality tests.

3.4 TOBACCO SMOKE CONTROL

A. LEED EQ Prerequisite 2, Option 1: After wall construction begins prohibit smoking in the building[s]. After wall construction begins permit no smoking on site within 25 feet of building entries, outdoor air intakes and operable windows. Locate exterior designated smoking areas beyond 25 feet of building entries, outdoor air intakes and operable windows.

B. LEED EQ Prerequisite 2, Option 2: Smoking room air isolation
1. After designated smoking room and adjacent areas and chases are entirely enclosed and specified mechanical exhaust systems are functioning smoking in building may occur in designated smoking areas. All other smoking in building after wall construction begins is prohibited. Locate exterior designated smoking areas beyond 25 feet of building entries, outdoor air intakes and operable windows.
2. Air isolation testing: Verify performance of the smoking room differential air pressure as follows:
   a. With the doors to the smoking room closed, operate the exhaust system sufficient to create a negative pressure with respect to the adjacent spaces of at least an average of 5 Pa (0.02 inches water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge).
   b. Verify performance of the smoking room differential pressure by conducting 15 minutes of measurement, with a minimum of one measurement every 10 seconds, of the differential pressure in the smoking room with respect to each adjacent area and in each adjacent vertical chase with the doors to the smoking room closed.
   c. Conduct the test with each space configured for worst case conditions of transport of air from the smoking rooms to adjacent spaces with the smoking rooms’ doors closed to the adjacent spaces.
   d. The test is failed if the lowest pressure differential between the smoking room and the adjacent space is less than 0.004 inches water gauge (1 Pa), or if the average pressure differential is less than 0.02 inches water gauge (5 Pa).
   e. If test results show excess leakage, repair and retest.

- END OF SECTION -
- SECTION 01 6000 -

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.3 RELATED SECTIONS

A. Section 01 2500 "Substitution Procedures" for requests for substitutions.

B. Section 01 4200 "Definitions & References" for applicable industry standards for products specified.

C. Section 01 7700 "Closeout Procedures" for submitting warranties for Contract closeout.

D. Divisions 2 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.4 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.5 SUBMITTALS

A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.

2. Form: Tabulate information for each product under the following column headings:
   a. Specification Section number and title.
   b. Generic name used in the Contract Documents.
   c. Proprietary name, model number, and similar designations.
   d. Manufacturer's name and address.
   e. Supplier's name and address.
   f. Installer's name and address.
   g. Projected delivery date or time span of delivery period.
   h. Identification of items that require early submittal approval for scheduled delivery date.

3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

   a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in contract period.

4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.

5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

   a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.6 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:
   1. Store products to allow for inspection and measurement of quantity or counting of units.
   2. Store materials in a manner that will not endanger Project structure.
   3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
   4. Store cementitious products and materials on elevated platforms.
   5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
   6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
   7. Protect stored products from damage and liquids from freezing.
1.8 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.

3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.

5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.


7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.

2. For products indicated or specified only by reference standard: Select any product meeting that standard.

3. For products indicated or specified by naming only one product and manufacturer, followed by the words “no substitution allowed”, there is no option.

4. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.

7. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 “Comparable Products” Article for consideration of an unnamed product.

8. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.

9. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

10. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

11. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
   
   a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.

   b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

B. Contractor must clearly document the following:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

5. Samples, if requested.

2.3 **BANNED SUBSTANCES**

A. Sealants and glazing compounds formulated with aromatic solvents, fibrous talc or asbestos, formaldehyde, halo-genated solvents, mercury, lead, cadmium, hexavalent chromium, or their components shall not be used.

B. Adhesives used to apply laminates, whether shop-supplied or field-applied, shall contains no urea-formaldehyde.

C. Interior field applied varnishes and lacquers are not permitted.

D. Interior paints shall not contain antimicrobial additives (such as fungicides and biocides).

E. Aromatic Compounds: Paints and coatings shall not contain more than 1% (by weight) total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).

F. Restricted Components: Paints and coatings shall not contain any of the following:
   1. Acrolein
   2. Acrylonitrile
   3. Analine dyes
   4. Antimony
   5. Benzene
   6. Butyl benzyl phthalate
   7. Cadmium
   8. Di (2-ethylhexyl) phthalate
   9. Di-n-butyl phthalate
   10. Di-n-octyl phthalate
   11. 1,2 dichlorobenzene
   12. Diethyl phthalate
   13. Dimethyl phthalate
   14. Ethylbenzene
   15. Formaldehyde
   16. Hexavalent chromium
   17. Isophorone
   18. Lead
   19. Mercury
   20. Methyl ethyl ketone
   21. Methyl isobutyl ketone
22. Methylene chloride
23. Napthalene
24. Toluene (methylbenzene)

G. Brominated flame retardents in carpet cushion

H. Composite Wood and Agrifiber Binders: All composite wood, agrifiber products, and wood doors shall contain no added urea-formaldehyde resins.

PART 3 - EXECUTION (NOT USED)

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section includes:
   1. Products.
   2. Transportation and handling.
   3. Storage and protection.

1.3 RELATED SECTIONS
A. Section 01 1100 - Summary of Work.
B. Section 01 4500 - Quality Control: Product Quality Monitoring.

1.4 PRODUCTS
A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
B. Provide interchangeable components of the same manufacturer, for similar components.

1.5 TRANSPORTATION AND HANDLING
A. Transport and handle products in accordance with manufacturer's instructions and construction schedules. Coordinate to avoid conflict with work and conditions at the site.
B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
1.6 STORAGE AND PROTECTION

A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated products, place on sloped supports, above ground, to prevent soiling and staining.

C. Provide off-site storage and protection when site does not permit on-site storage or protection.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

H. Provide substantial covering and protection after installation of products from damage due to traffic and subsequent construction operations. Remove when no longer needed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section describes requirements for verifying, establishing, and maintaining construction grades, lines, levels, and monuments as indicated within the contract documents.

1.3 GENERAL

A. Employ a Civil Engineer licensed in the State of California and acceptable to the Architect.

B. The Contractor shall, before commencing Work, verify all grades, lines, levels, and dimensions indicated and report any errors or inconsistencies to the Architect and Project Manager. The Contractor shall not proceed until such errors or inconsistencies are corrected or meet Architect/Engineer modified requirements.

1. Contractor shall locate and protect survey control and reference points.

2. Control datum for survey is that shown on drawings.

3. Contractor shall verify setbacks and easements; confirm drawing dimensions and elevations.

4. Provide field engineering services. Contractor shall establish lines, and levels, utilizing recognized engineering practices.

C. The Contractor shall provide construction staking and surveying from base lines, grades, and benchmarks shown on the plans. Under no circumstances will the Contractor be granted a time extension to this contract due to the lack of construction survey information. Any discrepancies in design of base lines and grades revealed in construction operations shall be brought to the Project Manager's attention immediately for correction or clarification.

D. The Contractor shall establish and maintain all construction grades, lines, levels, and benchmarks and shall be responsible for the accuracy and protection of the same. This work shall be accomplished by either a licensed civil engineer, or licensed surveyor. Protect all temporary benchmarks and maintain them in place for the duration of the Contract.

E. Do not remove any property line markers or monuments or data established by the Owner. If such are damaged or removed, the Contractor shall bear cost of replacement.
F. The Contractor shall provide the Owner at the end of the project, a certified survey of all underground utilities as part of this Project and/or discovered during the construction process. Survey shall include location, identification, invert elevations, and shall be sealed by a licensed civil engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

- END OF SECTION -
- SECTION 01 7300 -

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
   2. Field engineering and surveying.
   4. Coordination of Owner-installed products.
   5. Progress cleaning.
   6. Starting and adjusting.
   7. Protection of installed construction.
   8. Correction of the Work.

1.3 RELATED SECTIONS

A. Section 01 3100 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.

B. Section 01 7123 "Field Engineering" for submitting surveys.

C. Section 01 7400 "Final Cleaning" for thorough final cleaning of the buildings and site prior to Substantial completion inspection.

D. Section 01 7700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

E. Section 01 7329 "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
1.4 SUBMITTALS

A. Qualification Data: For land surveyor.

B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

D. Certified Surveys: Submit two copies signed by land surveyor.

E. Final Property Survey: Submit five copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

   a. Description of the Work.
   b. List of detrimental conditions, including substrates.
   c. List of unacceptable installation tolerances.
   d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
EXECUTION REQUIREMENTS

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3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on "Request for Information Form".

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.

3. Inform installers of lines and levels to which they must comply.

4. Check the location, level and plumb, of every major element as the Work progresses.

5. Notify Architect and Construction Manager when deviations from required lines and levels exceed allowable tolerances.

6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

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

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
   1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
   2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
   1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
   2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
   3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

D. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
   1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
   2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling.

B. Comply with manufacturer’s written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner’s construction forces.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner’s construction forces.
   1. Construction Schedule: Inform Owner of Contractor’s preferred construction schedule for Owner’s portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
   1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION

A. Work Included: This Section establishes general requirements pertaining to cutting, fitting, and patching of the work required to:
   1. Make the several parts fit properly.
   2. Uncover work to provide for installation, inspection, or both of ill-timed work.
   3. Remove and replace work not conforming to requirements of the Contract Documents.
   4. Remove and replace defective work.

1.3 QUALITY ASSURANCE

A. Perform all cutting and patching in accordance with pertinent requirements of the specifications and in the event no such requirements are determined, in conformance with the Architect's written direction. In the absence of either of the previous, the work shall be completed as a minimum to industry standards for the given scope and project.

B. In all cases, exercise extreme care in cutting operations and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting damage, etc., will not be tolerated, and the Contractor will be held responsible for such avoidable or willful damage.

C. All replacing, patching, and repairing of materials and surfaces cut or damaged in the execution of the work shall be performed by experienced mechanics of the several trades involved. Such replacing, repairing, and/or patching shall be done with the applicable materials, in such a manner that all surfaces so replaced, etc., will upon completion of the work, match the surrounding similar surfaces.
1.4 SUBMITTALS

A. Request for the Architect's Consent:
   1. Prior to cutting which affects structural safety, submit a written request to the Architect for permission to proceed with cutting.
   2. Should conditions of the work, or schedule, indicate a required change of materials or methods for cutting and patching, notify the Architect and secure his written permission prior to proceeding.

B. Notices to the Architect:
   1. Submit written notice to the Architect and Construction Manager designating the time the work will be uncovered, therefore providing a time for the Architect's observation.

PART 2 - PRODUCTS

2.1 MATERIALS

A. For replacement of work removed, use materials which comply with the pertinent Section of these specifications. If materials are not covered within these documents, products and methods shall be provided and installed to match existing conditions.

2.2 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements, which affects:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed work.
   3. Remove and replace defective and non-conforming Work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute work by methods, which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.

E. Cut rigid materials using masonry saw or core drill.

F. Restore Work with new products in accordance with requirements of Contract Document.

G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

J. Identify any hazardous substance or condition exposed during the Work to the Architect for decision or remedy.

**PART 3 - EXECUTION**

3.1 CONDITIONS

A. Inspect existing conditions, including elements subject to movement or damage during cutting and patching.

B. After uncovering the work, inspect conditions affecting installation of new work.

3.2 DISCREPANCIES

A. If uncovered conditions are not as anticipated, immediately notify the Architect through the Construction Manager and secure needed directions.

B. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.

3.3 PREPARATION PRIOR TO CUTTING

A. Provide all required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the work.

3.4 PERFORMANCE

A. Perform cutting and demolition by methods which will prevent damage to other portions of the work and will provide a proper surface to receive new installation or repair and new work. Perform fitting and adjustment of products to provide finished installation complying with the specified tolerance and finishes.

B. When patching wall or ceiling spaces, restore surface texture and repaint surface from corner to corner, floor to ceiling of the repaired wall or ceiling surfaces.

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION
   A. General:
      1. This Section includes labor, materials, tools, equipment, and services for final cleaning as required in conjunction with Work performed, in accordance with provisions of Contract Documents.

1.3 FIRE PROTECTION
   A. Store volatile waste in covered metal containers.
   B. Remove volatile waste from premises daily.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS
   A. Use materials recommended by manufacturers of surfaces to be cleaned.
   B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer or by the manufacturer of surface to be cleaned.

PART 3 - EXECUTION

3.1 GENERAL
   1. Clean equipment and fixtures to a sanitary condition.
   B. Clean all items installed under this Contract.
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LIVERMORE, CALIFORNIA

1. Leave free of stains, damage, or other defects prior to final acceptance.
2. Include washing, sweeping, polishing of all finished wall surfaces, floors, windows,
3. Replace damaged or defaced items not acceptable to Architect/Construction Manager to his/ her satisfaction at no additional expense to Owner.

C. Clean Site; mechanically sweep-paved areas.
D. Remove waste and surplus materials, rubbish, and construction facilities from Site.
E. See Technical Sections for additional cleaning requirements.

3.2 CLEANING

A. Use experienced workmen or professional cleaners for final cleaning.
B. At completion of construction, just prior to acceptance or occupancy, perform final cleaning.
C. Remove dirt, stains, labels, and foreign materials.
D. Repair and touch-up marred areas.
E. Broom clean paved surfaces; rake clean other surfaces of grounds;
F. Maintain cleaning until work is complete.

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section specifies diversion of construction and demolition debris from landfill and requirements for obtaining LEED Credit MR2.1 and MR2.2.

B. Related requirements specified elsewhere include:
   1. General requirements for submittals and requirements for submittals to gain LEED Credit for on-site reuse of materials and products - Section 01 3300, Submittal Procedures and 01 8113, Sustainable Design Requirements (LEED).

1.3 SYSTEM DESCRIPTION

A. Diversion Requirement: Divert a minimum of 75 percent by of total project construction and demolition waste from landfill. Refer to Section 01 8113.
   1. Earthwork, Paving and Site Waste: Divert 100 percent of excess topsoil, earthwork, and hard surface paving waste from landfill.
   2. Materials both salvaged and reused on-site may contribute to LEED MR2.1 and MR2.2.

1.4 DEFINITIONS

A. "Class III Landfill": means a landfill that accepts non-hazardous waste such as household, commercial, and industrial waste, including waste from construction, remodeling, repair, and demolition operations.

B. “Construction and Demolition Waste”: means waste and recyclables, generated from construction, renovation and demolition or deconstruction of pre-existing construction. Land clearing debris including soil, vegetation, rocks and similar items are not included.
C. “Conversion Rate” Means the rate set forth in the standardized Conversion Rate Table approved by the City where the Project is located for use in estimating the weight of materials identified in the Waste Management Plan. If the City or local jurisdiction does not have an approved Conversion Rate Table, Contractor may use attached Appendix ‘A’ - Conversion Rate Table estimates.

D. "Divert" means to use material for any purpose other than disposal in a landfill or transfer facility.


F. "Net cost" means that the following have been subtracted from the cost of separating and recycling:
   1. Revenue from the sale of recycled or salvaged materials
   2. Landfill tipping fees saved due to diversion of materials from the landfill.

G. "Recycling Service" means an off-site service that provides processing of material and diversion from landfill.

H. "Hauler" means the entity who transports construction and demolition debris to either a landfill or a recycling service.

1.5 SUBMITTALS

A. Submit specified Waste Management Plan using written and graphic representation to indicate how waste will be diverted from landfills.

B. Certifications: Submit certification from recycling services that are not listed in California Integrated Waste Management Board "C&D Debris Recyclers Database" or local waste management authority jurisdiction's directory.

C. Waste Reduction Progress Reports: Submit completed waste reduction forms, Appendix B of this Section, at monthly intervals.

D. Closeout Submittals
   1. Waste Reduction Calculations: Before Substantial Completion is certified submit 3 copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
   2. Record of donations and sales: Indicate receipt and acceptance of salvageable waste donated or sold to individuals and organizations. Indicate whether organization is tax exempt.
   3. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept recyclable waste. Include manifests, weight tickets, receipts, and invoices.
   4. LEED submittals
      a. Project’s Waste Management Plan
      b. Provide the LEED Letter Template, signed by the Contractor as the responsible party, describing the project’s construction waste management approach, tabulating the total waste material, quantities diverted and the means by which diverted, and declaring that the credit requirements have been met.
c. Complete the construction waste calculation tables in the USGBC Submittal Template furnished by the Architect. The following information will be required:
   1) General description of each type/category of waste generated
   2) Location of receiving agent, either recycling service or landfill, for each type of waste.
   3) All quantities for all types/categories of waste expressed in either tons or cubic yards of diverted waste.

E. Statement of refrigerant recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

A. Waste Management Coordinator qualifications: LEED Accredited Professional.

B. Recycling service company qualifications; any of the following:
   2. Listed as acceptable recycling service provider by City where Project is located.
   3. Any recycling services that will certify in writing that accepted waste will be diverted from landfill, not dumped illegally, or dumped at sea.

C. Refrigerant recovery technician qualifications: Certified by EPA-approved certification program. Submit data verifying qualifications.

D. Regulatory requirements
   1. Comply with construction and demolition waste recycling ordinance of City or County where Project is located.
   2. Approval of the Waste Management Plan by the City where Project is located is required before beginning on-site mobilization.

E. Waste Management Conference: Within 1 week of the pre-construction meeting conduct a meeting and review procedures related to waste management including, but not limited to the following:
   1. Review and discuss waste management plan including responsibilities of the Waste Management Coordinator.
   2. Review requirements for documenting quantities of each type of waste and its disposition.
   3. Review and finalize procedures for materials separation and verify availability of containers and bins.
   4. Review procedures for periodic waste collection and transportation to a recycling facilities and landfills.
   5. Review waste management requirements for each trade.
1.7 WASTE MANAGEMENT PLAN

A. Plan Development: Develop a plan for diverting the specified percentage of construction debris from landfill. Include in plan either or both written and graphic information to indicate how waste will be diverted from landfills.

1. Submit and discuss the plan at or before the Pre-construction meeting.
2. Propose means and methods for collecting and separating each type of debris deemed reusable or recyclable.
3. Identify the off-site recycling service and hauler of each designated debris item, who have agreed to accept and divert that item from landfill, in the proposed quantities anticipated. Schedule each item and list off-site recycling service and hauler company name, telephone number, address, and person contacted.
4. Include a "good faith" estimate of each type of construction waste that would be generated if no diversion methods were implemented. Submit with calculations based upon weight of each material.
5. The following items are subject to the "good faith" estimate and diversion requirement: Items "h" thru "s" may be grouped as a single item entitled "mixed waste" for demolition of entire building and site demolition work.
   a. Asphalt concrete
   b. Portland cement concrete
   c. Brick, clay products and ceramic tile
   d. Construction Waste Aggregate
   e. Soils
   f. Metals
   g. Wood products, including pallets
   h. Gypsum board
   i. Latex paint
   j. Plastic piping
   k. Glass, excluding that used for containers
   l. Insulations
   m. Acoustical ceiling tiles, panels and boards
   n. Resilient floorings
   o. Carpets, and polyurethane foam pads. Other types of pads may be included if accepted by recycling service.
   p. Polystyrene packaging
   q. Cardboard and paper products.
   r. Plastic sheet and film
   s. TPO roofing
   t. other items.

6. Calculate quantities, and convert volume measurements to weights and weight measurements to volumes in accordance with the defined Conversion Rate.
PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. Maintain log of each load, of each category item diverted from landfill. Log in separately debris sent to a Class III landfill and materials sent to recycling facilities.
1. Include in log, type of load, load weight, name of hauling service; recycling service or landfill, and date accepted by recycling service or by landfill.
2. Owner reserves the right to audit the log at any time. Retain and make available, all weight tickets, copies of receipts and invoices.
3. Units of measure: Use same units as stated in the approved plan "good faith" estimate of construction waste that would be generated if no remedial methods were implemented.

B. Material handling
1. Separation facilities: As required by the Waste Management Plan.
   a. Designate a specific on site area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return.
   b. Keep waste bins and pile areas neat and clean. Clearly mark bins for each category of waste. Do not commingle non-recyclable waste with materials designated for reuse or recycling.
2. Environmental controls during handling, storage, or transport: Do not permit designated materials to become contaminated or to contaminate site or surrounding areas.

C. Training and coordination
1. Furnish copies of the Waste Management Plan to all on-site supervisors, each subcontractor, the Owner, and the Architect.
2. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all entities at the appropriate stages of the Project.
3. Meetings: Include construction waste management on the agenda of meetings. At a minimum, discuss waste management goals and issues at the following meetings:
   a. Waste Management Conference
   b. Regularly scheduled job-site meetings.

3.2 HAZARDOUS WASTE

A. Separate hazardous waste. Store and dispose of according to local regulations.
## Conversion Rates Table

<table>
<thead>
<tr>
<th>Material</th>
<th>Lbs/volume</th>
<th>Tons/cy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt, crushed</td>
<td>45 lbs/cu. ft.</td>
<td></td>
</tr>
<tr>
<td>Asphalt/paving, crushed</td>
<td>1,380 lbs/cy</td>
<td>0.7 tons/cy</td>
</tr>
<tr>
<td>Cardboard, corrugated, flattened boxes, loose</td>
<td>50 lbs/cy</td>
<td></td>
</tr>
<tr>
<td>Carpet &amp; padding, loose</td>
<td>84.4 lbs/cy</td>
<td></td>
</tr>
<tr>
<td>Cement, bulk</td>
<td>100 lbs/cu. ft.</td>
<td></td>
</tr>
<tr>
<td>Cement, mortar</td>
<td>145 lbs/cu. ft.</td>
<td></td>
</tr>
<tr>
<td>Concrete, scrap, loose</td>
<td>1,855 lbs/cy</td>
<td>0.9 tons/cy</td>
</tr>
<tr>
<td>Copper fittings, loose</td>
<td>1048 lbs/cy</td>
<td></td>
</tr>
<tr>
<td>Copper pipe, whole</td>
<td>211 lbs/cy</td>
<td></td>
</tr>
<tr>
<td>Drywall</td>
<td>700 lbs/cy</td>
<td>0.35 tons/cy</td>
</tr>
<tr>
<td>Glass, broken</td>
<td>2160 lbs/cy</td>
<td></td>
</tr>
<tr>
<td>Gypsum, solid</td>
<td>142 lbs/cu. ft.</td>
<td></td>
</tr>
<tr>
<td>Metal, scrap</td>
<td>906 lbs/cy</td>
<td></td>
</tr>
<tr>
<td>Steel, solid</td>
<td>487 lbs/cu. ft.</td>
<td></td>
</tr>
<tr>
<td>Wood (chipped)</td>
<td>300 - 650 lbs/cy</td>
<td>0.15 - 0.3 tons/cy</td>
</tr>
<tr>
<td>Mixed C&amp;D Debris</td>
<td>900 lbs/cy</td>
<td>0.45 tons/cy</td>
</tr>
<tr>
<td>Mixed Waste/Trash</td>
<td>100 - 350 lbs/cy</td>
<td>0.5 - 0.175 tons/cy</td>
</tr>
</tbody>
</table>
### Demolition Waste

Total Estimated Waste Generated by Project: ____________ tons/cubic yards

(Ask your hauler, recycler or site cleanup vendor to assist you. Use receipts from your previous jobs for estimates)

<table>
<thead>
<tr>
<th>Material</th>
<th>Estimated Percent of Total</th>
<th>Reused/Recycled Percent of Total</th>
<th>Disposed Percent of Total</th>
<th>Vendor or Facility</th>
<th>Actual Waste Amount by Weight/ Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Concrete</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Portland Cement</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggregates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Unit Masonry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean Earth Fill</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Plant and Tree Trimmings</td>
<td></td>
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</tr>
<tr>
<td>Wood Products</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Metals</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Doors, windows, cabinets, fixtures</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other (painted wood, drywall)</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Trash</td>
<td></td>
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</tr>
</tbody>
</table>

Was deconstruction or salvage considered as an option to traditional demolition?

- [ ] Yes  
- [ ] No

If no, explain:

Other Comments:

Prepared by: _____________________________  Date:

Signature:
**New Construction Waste**

Total Estimated Waste Generated by Project: ____________ tons/cubic yards
(Receipts from previous jobs may be used for estimates)

<table>
<thead>
<tr>
<th>Material</th>
<th>Estimated Percent of Total</th>
<th>Reused/Recycled Percent of Total</th>
<th>Disposed Percent of Total</th>
<th>Vendor or Facility</th>
<th>Actual Waste Amount by Weight/ Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Concrete</td>
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<tr>
<td>Portland Cement Concrete</td>
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<tr>
<td>Aggregates</td>
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<tr>
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<tr>
<td>Clean Earth Fill</td>
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<tr>
<td>Plant and Tree Trimming</td>
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<tr>
<td>Wood Products</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Metals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drywall</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cardboard</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mixed C&amp;D Debris (carpet, roofing, plastics)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mixed Waste/Trash</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Did you recycle your jobsite waste in the past?  [ ] Yes  [ ] No
Did you use a jobsite cleanup service to recycle your waste?  [ ] Yes  [ ] No
Did you have difficulties finding recycling vendors?  [ ] Yes  [ ] No

Other Comments:

Prepared by: ___________________________  Date: ___________________________
Signature: ___________________________  Date: ___________________________

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final completion procedures.
   3. Removal of temporary construction facilities
   4. Material, equipment and finish data
   5. Project guarantee
   7. Turn-in
   8. Release of claims
   9. Guaranty and Maintenance Bonds

B. See General Conditions for additional information.

1.3 RELATED SECTIONS

A. Section 01 3233 "Photographic Documentation" for submitting final completion construction photographic documentation.

B. Section 01 7123 "Field Engineering" for submitting surveys.

C. Section 01 7300 "Execution Requirements" for progress cleaning of Project site.

D. Section 01 7823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

E. Section 01 7839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
F. Section 01 7900 “Demonstration and Training” for requirements for instructing Owner's personnel.

G. Divisions 2 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.4 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore permanent facilities used during construction to specified condition.

1.5 SUBSTANTIAL COMPLETION

A. When the Contractor is of the opinion that the Project is Substantially Complete, in accordance with the General, and Supplementary Conditions, they shall send to the Construction Manager a certified written statement that the Work is complete and shall request a Substantial Completion inspection. If the Architect/Engineer finds the Work not to be Substantially Complete, the Construction Manager shall advise Contractor in writing as to the reasons for such determination.

B. Within reasonable time, Construction Manager and Architect/Engineer will inspect to determine status of completion.

C. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.

2. Advise Owner of pending insurance changeover requirements.

3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

8. Complete startup testing of systems.

9. Submit reports.

10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
D. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for final completion.

E. Once the Architect agrees that Substantial Completion has been achieved, the Construction Manager shall prepare a Certificate of Substantial Completion, for the approval and acceptance of the Contractor and Owner, attaching thereto a "punch list" of items to be completed and corrected. This list will be as complete as possible, based on the Construction Manager/Architect observations, but shall not relieve or otherwise waive the Contractor's responsibility to complete or correct subsequently discovered items.

1.6 FINAL COMPLETION

A. Final Inspection and Field Acceptance: will not be accepted and processed until the Architect is satisfied that the Work is satisfactorily completed, including "punch list" items; and that all required documents, spare parts, photographs, training tapes, warranties/guarantees, as required by the specifications, have been received and accepted by the Owner. The contractor will be notified of any discrepancies within 10 days of their request for Final Inspection. Warranties/Guarantees shall commence upon written completion/notice of the Final Inspection and Field Acceptance of the work.

B. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Contractor has inspected Work for compliance with Contract Documents.
2. Work is complete and ready for final inspection.
   a. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
4. Work, except for Contractor maintenance after Final Acceptance, has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected.
5. Contractor has achieved all requirements for Final Acceptance as that term is defined in Section 01 41 00 – Regulatory Requirements.
6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
7. Submit pest-control final inspection report and warranty.
8. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
CLOSEOUT PROCEDURES

C. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

D. Final Acceptance and Notice of Completion: will not be processed until the Owner is satisfied and has accepted the all M&O Manuals, Test Reports, and Record Drawings, as required by the documents.

E. In addition to submittals required by conditions of Contract, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

F. When Architect/Engineer finds Work is acceptable and final submittal is complete, Construction Manager will issue final change order reflecting approved adjustments to Contract Sum not previously made by Change Order.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

3. Include the following information at the top of each page:
   a. Project name.
   b. Date.
   c. Name of Architect.
   d. Name of Contractor.
   e. Page number.

4. Submit list of incomplete items in the following formats:
   a. PDF electronic file.
   b. Four paper copies of product schedule or list, unless otherwise indicated. Architect, through Construction Manager, will return two copies.

1.8 FINAL ADJUSTMENT, TESTS AND DEMONSTRATIONS

A. Tests: For the purpose of trial acceptance, the Contractor shall arrange, pay and perform a demonstration and test of all mechanical and electrical equipment furnished hereunder for operating efficiency and for conformance to all requirements herein specified and to all applicable regulations of any governing agency. Equipment shall be tested under operating conditions; where possible, all safety devices shall be tested under simulated emergency conditions. All tests shall be scheduled through the Construction Manager. The Contractor shall notify the Architect/Engineer through the Construction Manager of any scheduled tests at least forty-eight (48) hours in advance so that the
Owner may attend if desired. Where test results indicate a need for final adjustments, Contractor shall make such adjustments and retest until test results indicate compliance.

B. All tests shall be scheduled through the Construction Manager with and shall be witnessed by the Construction Manager and Commissioning Agent for the (but not necessarily limited to) following tests:

C. Demonstration: When the Contractor is satisfied that all systems and equipment meet performance and operational requirements directed by applicable codes, safety standards and these specifications, he shall arrange for a basic demonstration and test in the presence of the Owner and/or Construction Manager. Testing shall be in accordance with written procedures as described or developed by Architect and included in the Contract Documents (but not necessarily limited to) the following tests:
   1. Plumbing Systems: Division 22.
   2. Electrical Shunt Trip Devices: Division 26.
   4. See Section 01 7900 for additional items and requirements.

D. Certificate of Occupancy: All required certificates of inspection, tests, or approvals shall be secured by the Contractor from the governing authority. Contractor shall promptly deliver the Certificate of Occupancy to the Owner and copy the Architect.

1.9 PROJECT RECORD DOCUMENTS

A. See Section 01 7839.

1.10 MISCELLANEOUS PROJECT RECORD SUBMITTALS

A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Construction Manager for CLPCCD's records.

B. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:
   1. Field records on excavations and foundations
   2. Field records on underground construction and similar work
   3. Survey showing locations and elevations of underground lines
   4. Invert elevations of drainage piping
   5. Surveys establishing building lines and levels
   6. Authorized measurements utilizing unit prices or allowances
   7. Records of plant treatment
   8. Ambient and substrate condition tests
   9. Certifications received in lieu of labels on bulk products
1. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities leakage and water-penetration tests
15. Fire resistance and flame spread test results
16. Final inspection and correction procedures

1.11 PROJECT DIRECTORY
A. Provide a typed list of all known major material/equipment suppliers and subcontractors, identified by name, address, telephone number, and contact person.

1.12 TURN-IN
A. Contract will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits and keys issued to Contractor during prosecution of Work are turned in to CLPCCD.

1.13 RELEASE OF CLAIMS
A. Contract will not be closed out and final payment will not be made until Contract Agreement and Release of Any and All Claims, is completed and executed by Contractor and CLPCCD.

1.14 FIRE INSPECTION COORDINATION
A. Contractor shall coordinate fire inspection and secure sufficient notice to CLPCCD to permit convenient scheduling.

1.15 PROJECT CLOSE-OUT SUBMITTALS
A. At the time of Substantial Completion and prior to final payment, the Contractor shall deliver to the Owner via the Construction Manager, the following items as described previously in this section:
   1. Project Directory.
   2. Project Record Documents.
   4. Warranties and Guarantees.
   6. Building Keys (Certified Mail Delivery)
   7. Spare Parts & Tools
   8. Test Certificates.
   9. Annotated record photographs, and negatives and/or electronic image files.
   10. Other records or information as may be required in other sections of the contract documents.
1.16 PROJECT GUARANTEE

A. Neither recordation of final acceptance nor final certificate for neither payment nor provision of the Contract nor partial or entire use or occupancy of the Site by CLPCCD shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

B. Requirements for Contractor's guarantee of completed Work are included in General Conditions, Article 1.09. Contractor shall guarantee Work done under Contract against failures, leaks or breaks or other unsatisfactory conditions due to defective equipment, materials or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of 2 years from date of Final Acceptance, as required by paragraph 13.2 of General Conditions.

C. CLPCCD may make repairs to defective Work as set forth in paragraph 12.6 of General Conditions, if, within 5 working days after mailing of written notice of defective work to Contractor or authorized agent, Contractor shall neglect to make or undertake with due diligence repairs; provided, however, that in case of leak or emergency where, in opinion of CLPCCD, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to Contractor, and Contractor shall pay cost thereof.

D. If, after installation, operation or use of materials or equipment to be furnished under Contract proves to be unsatisfactory to Construction Manager, CLPCCD shall have right to operate and use materials or equipment until it can, without damage to CLPCCD, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Section shall be construed to limit, relieve or release Contractor's, subcontractors' and equipment suppliers' liability to CLPCCD for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees or subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by CLPCCD of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

1.17 WARRANTIES AND BONDS

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers.
   1. Provide table of contents and assemble in 8-1/2 inches by 11 inches three-ring binder with durable plastic cover.
   2. Assemble in Specification Section order.

D. Submit material prior to final application for payment.
1. For equipment put into use with CLPCCD's permission during construction, submit within ten (10) working days after first operation.

2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten (10) working days after acceptance, listing date of acceptance as start of warranty period.

E. Warranties are intended to protect CLPCCD against failure of work and against deficient, defective and faulty materials and workmanship, regardless of sources.

F. Limitations: Warranties are not intended to cover failures, which result from the following:
   1. Unusual or abnormal phenomena of the elements
   2. Vandalism after substantial completion
   3. Insurrection or acts of aggression including war

G. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

H. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than 365 days after corrected Work was done, whichever is later.

I. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

J. Warranty Forms: Submit drafts to Construction Manager for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
   1. Warranty shall be countersigned by manufacturers.
   2. Where specified, warranty shall be countersigned by subcontractors and installers.

K. Rejection of Warranties: CLPCCD reserves right to reject unsolicited and coincidental product warranties, which detract from or confuse requirements or interpretations of Contract Documents.

L. Term of Warranties: For materials, equipment, systems and workmanship warranty period shall be two (2) years minimum from date of substantial completion of entire Work except where:
   1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.
   2. Materials, equipment or systems are put into beneficial use of CLPCCD prior to Substantial Completion as agreed to in writing by Construction Manager.

M. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or 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 the Site, together with improvements and appurtenances constructed or placed thereon by Contractor, to CLPCCD free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon the Site or improvement or appurtenances thereon. Nothing contained in this Paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of CLPCCD.
1.18 POST CONSTRUCTION INSPECTION

A. Construction Manager and Architect/Engineer will make visual inspections of Project in company of Owner and Contractor to determine whether correction of Work is required in accordance with provisions of the General Conditions.

B. The Construction Manager will promptly notify Contractor of any observed deficiencies.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

A. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

B. Construction Waste Disposal: Comply with waste disposal requirements in Division 1 Section 01 7419 "Construction Waste Management & Disposal."

- END OF SECTION -
OPERATION & MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory.
   2. Emergency manuals.
   3. Operation manuals for systems, subsystems, and equipment.
   4. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.

1.3 RELATED SECTIONS

A. Section 01 3300 "Submittal Procedures."
B. Section 01 7700 "Closeout Procedures."
C. Section 01 7839 "Project Record Documents."
D. Divisions 2 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.4 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
B. Subsystem: A portion of a system with characteristics similar to a system.

1.5 SUBMITTALS

A. Initial Submittal: Submit two (2) draft copies of each manual at least fifteen (15) days before requesting inspection for Substantial Completion. Include a complete operation and maintenance
directory. Architect will return one (1) of draft and mark whether general scope and content of manual are acceptable.

B. Correct or modify each manual to comply with Architect's comments. Submit three (3) copies of each corrected manual within fifteen (15) days of receipt of Architect's comments.

1.6 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Submit two (2) hard copies and one (1) electronic copy of manufacturers' operations and maintenance manuals. If necessary, both copies will be marked with Architect's/Engineer's review comments and returned to Contractor for correction until satisfactory information is provided. CLPCCD will retain satisfactorily corrected manuals for its own use.

B. Organization: Include a section in the directory for each of the following:
   1. List of documents.
   2. List of systems.
   3. List of equipment.
   4. Table of contents.

C. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

D. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

E. Operations and maintenance manuals shall include the following as appropriate:
   1. Operating instructions
   2. Preventive maintenance instructions
   3. Cleaning instructions
   4. Safety precautions
   5. Trouble shooting procedures
   6. Theory of operation to discrete component level
   7. Schematic diagrams, flow diagrams, wiring diagrams, logic diagrams, etc. to discrete component level
   8. Parts lists showing all discrete components with part number, current prices and availability
   9. List of replaceable supplies; paper, ink, ribbon, etc. with part numbers, current prices and availability
   10. Recommended levels of spare parts and supplies to keep on hand
11. Manufacturers' service and maintenance technical manuals
12. Names, addresses and telephone numbers of service and repair firms for the equipment

F. Manuals shall be the same as are used by manufacturers’ authorized technicians to completely service and repair the equipment.

G. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

H. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, “Preparation of Operating and Maintenance Documentation for Building Systems.”

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
   1. Title page.
   2. Table of contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.
   6. Name and address of Architect.
   7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
   1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
   1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
      a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.


5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   5. Power failure.
   7. System, subsystem, or equipment failure.
   8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner’s operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:
   1. Instructions on stopping.
   2. Shutdown instructions for each type of emergency.
   3. Operating instructions for conditions outside normal operating limits.
   4. Required sequences for electric or electronic systems.
   5. Special operating instructions and procedures.
2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.
2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name, contact information including website.
   3. Color, pattern, and texture.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
   1. Standard printed maintenance instructions and bulletins.
   2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.
5. Manufacturer's name, contact information including website.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training videotape, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
1. Provide contact information for spare part manufactures and local sources to include addresses, telephone numbers and website.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
   1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
   2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
   1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
   1. Do not use original Project Record Documents as part of operation and maintenance manuals.
   2. Comply with requirements of newly prepared Record Drawings in Division 1 Section 01 7839, "Project Record Documents."

G. Comply with Division 1 Section 01 7700, "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

- END OF SECTION -
1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Provide written warranties, guarantees, bonds or service contracts for all products and installations.

B. See General Requirements and General Provisions.

C. Provide warranties, guarantees, bonds or service contracts for period(s) indicated.

D. Provide manufacturer's warranties or guarantees for products.
   1. Where manufacturer's standard warranties or guarantees expire before expiration date required by Contract Documents, obtain and pay for warranty or guarantee extensions, at no additional cost to Owner.

E. Provide all warranties, guarantees, bonds or service contracts prior to final acceptance.

F. Provide Construction Manager a copy of each warranty, guarantee, bond or service contract issued. Submit with each of the foregoing an information sheet for Owner's personnel which includes:
   1. Effective dates or period (beginning no sooner then the anticipated Notice of Final Completion Date).
   2. Proper procedures in the event of failure.
   3. Instances that might affect the validity of warranties, bonds or service contracts.

G. Submit all warranties, guarantees, bonds or service contracts identified by specification section and equipment identification used in operating and maintenance data.

H. Submit a schedule of all warranties, guarantees, bonds, or service contracts at least thirty (30) days prior to Final Completion.
1.3 RELATED WORK SPECIFIED ELSEWHERE

A. Technical Specifications: Divisions 2 through 33

B. Project Closeout Procedures: Section 01 7700

C. Operation and Maintenance Manuals: Section 01 7823

D. Project Record Documents: Section 01 7839

1.4 WARRANTIES AND BONDS

A. Contractor shall provide written warranties and bonds in favor of the Owner, as required by respective sections of these Specifications, and arrange to commence at the date of Notice of Final Completion of the entire project or date of installation of warranted item(s), whichever is later.

B. Provisions of contract concerning Work provided or corrected after date of completion under provisions of General Conditions (or any other provisions of the Contract except maintenance requirements) and all affected work are extended for period equal to original period of corrective or otherwise provided Work. Time coverage extension provisions of the Paragraph are not applicable to items of Work or equipment when so stipulated in the particular Specification Section for that time.

C. During the period of any guarantee, the Contractor shall provide response and repair services within the following time requirements subsequent to a written request by the Owner. Service calls will be defined as either normal or critical items. Critical items shall be defined as life safety items, or equipment and/ or systems that prevent the operations of the District Kitchen. All other items will be classified as normal items.

1. Critical Items: Response time to all critical items shall be within 4 hours of the service request. Repair/ replacement made within 24 hours following the service response.

2. Normal Items: Response time to all normal items shall be within 48 hours of the service request. Repairs made within 24 hours following the service call.
   a. The service shall be provided during normal working hours, unless otherwise specified herein.

3. Services must be provided not to disrupt normal operations. Should the listed service agency fail to perform the critical service items within 3 working days, normal service items within 12 working days, the Contractor shall provide the service through any other agency that will comply, and pay the entire costs thereof. Work must be completed immediately, but no later than 24 hours for critical items, and 72 hours of normal items upon contracting with this other agency.

4. If the Contractor fails to perform as described above, the District reserves the right to have 3rd party source repair/ replace defective parts and/ or labor at the expense of the Contractor.

PART 2 - PRODUCTS (NOT APPLICABLE)
PART 3 - EXECUTION (NOT APPLICABLE)

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Administrative and procedural requirements for Project Record Documents.

B. Project Record Documents required include:
   1. Marked-up copies of Drawings
   2. Marked-up copies of Shop Drawings
   3. Newly prepared Drawings
   4. Marked-up copies of Specifications, Addenda, Change Orders and CCDs
   5. Marked-up Product Data submittals
   6. Record Samples
   7. Field records for variable and concealed conditions
   8. Record information on Work that is recorded only schematically
   9. Maintenance forms for major equipment

C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 2 through 33.

D. General Project closeout requirements are included in Section 01 7700 (Closeout Procedures).

E. Maintenance of Documents and Samples:
   1. Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
   2. Do not permit Project Record Documents to be used for construction purposes.
   3. Maintain Project Record Documents in good order and in a clean, dry, legible condition.
   4. Make Documents and Samples available at all times for inspection by District.

F. District will provide one full size blueline set of the Drawings and one Project Manual for Contractor's use for recording as-built conditions.
1.3 PROJECT RECORD DRAWINGS

A. Mark-up Procedure: During the construction period, maintain a set of blueline or blackline prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) “PROJECT RECORD” in 2-inch high printed letters. Keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.

1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
   a. Dimensional changes to the Drawings
   b. Revisions to details shown on the Drawings
   c. Depths of various elements of foundation in relation to main floor level or survey datum
   d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
   e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
   f. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
   g. Actual numbering of each electrical circuit
   h. Field changes of dimension and detail
   i. Revisions to routing of piping and conduits
   j. Revisions to electrical circuitry
   k. Actual equipment locations
   l. Duct size and routing
   m. Changes made by Change Order or CCD
   n. Details not on original Contract Drawings

2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.

3. Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.

4. Mark important additional information that was either shown schematically or omitted from original Drawings.

5. Note CCD numbers; alternate numbers, Change Order numbers, and similar identification.

6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
   a. Accurately record information in an understandable and legible drawing technique.
   b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with District. When authorized, prepare a full set of correct transparencies of Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWINGS" in a prominent location on each Drawing.

2. Refer instances of uncertainty to District for resolution.

3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets.

C. Distribution of Marked-Up Drawings: Submit three full, bound sets and one digital set in AutoCAD 2000 format, the marked-up Project Record Drawings set to District for District’s records.

D. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.

E. In addition to requirements of this Section, comply with supplemental requirements of Divisions 21-23 and 26-28.

1. Divisions 21-23 and 26-28 of the Specifications require the preparation of large scale, detailed layout drawings of the Work of those Divisions. These layout drawings are not Shop Drawings as defined by the General Conditions, but together with Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate, and integrate the work of the various Sections.

2. Include these layout drawings as part of the Project Record Documents.

1.4 PROJECT RECORD SPECIFICATIONS

A. During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Documents purposes.

B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.

2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.

3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.

4. Upon completion of mark-up, submit Project Record Specifications to District for District’s records.
1.5 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT RECORD DOCUMENTS

A. Prior to Substantial Completion of the Work, District will make available to Contractor originals of the Drawings and Specifications, AutoCAD 2000 Land Development Desktop for Windows in drawing format (.DWG) files and Adobe Acrobat for specifications. Note all changes thereon for the final Project Record Documents and provide one set of mylar reproducible, one set of revised Specifications and one set of disks or CDs to be submitted to District.

B. After Substantial Completion and before Final Completion, carefully transfer all data shown on the job set of Record Drawings to the corresponding computer files, coordinating the information as required.

C. Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.

D. “Cloud” all affected areas.

E. Stamp each Record Drawing with the following information:
   1. Project Record Document.
   2. Prepared by: Contractor’s name, permanent address.
   3. Date prepared.
   4. Contractor’s signature.
   5. District Contract Number.

1.6 PROJECT RECORD PRODUCT DATA

A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
   1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer’s instructions and recommendations for installation.
   2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
   4. Upon completion of mark-up, submit a complete set of Project Record Product Data to District for District’s records.
   5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
   6. Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.

B. Material, Equipment, and Finish Data:
   1. Provide data for primary materials, equipment and finishes as required under each Specification Section.
2. Submit three (3) hard copy sets and one (1) digital copy, on compact disc (CD) prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.

3. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
   a. Trade names.
   b. Model or type numbers.
   c. Assembly diagrams.
   d. Operating instructions.
   e. Cleaning instructions.
   f. Maintenance instructions.
   g. Recommended spare parts.
   h. Product data.

1.7 MISCELLANEOUS PROJECT RECORD SUBMITTALS

A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the District for District’s records. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:
   1. Field records on excavations and foundations
   2. Field records on underground construction and similar work
   3. Survey showing locations and elevations of underground lines
   4. Invert elevations of drainage piping
   5. Surveys establishing building lines and levels
   6. Authorized measurements utilizing unit prices or allowances
   7. Records of plant treatment
   8. Ambient and substrate condition tests
   9. Certifications received in lieu of labels on bulk products
   10. Batch mixing and bulk delivery records
   11. Testing and qualification of tradespersons
   12. Documented qualification of installation firms
   13. Load and performance testing
   14. Inspections and certifications by governing authorities
   15. Leakage and water-penetration tests
   16. Fire resistance and flame spread test results
   17. Final inspection and correction procedures
   18. Final As-Built Construction Schedule

1.8 MAINTENANCE FORMS FOR MAJOR EQUIPMENT

A. See Section 01 6000 (Product Requirements).
PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 RECORDING

A. Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. District may periodically review Project Record Documents to assure compliance with this requirement.

3.2 SUBMITTAL

A. At completion of Project, deliver Project Record Documents to District.
   1. Record drawings shall be provided digitally by contractor in the latest release of AutoCad. Contractor will provide two (2) copies of complete record documents on discs (CD or DVD), and one reproducible full sized printed set.
   2. Deliver to Construction Manager along with the pencil mark-up set maintained by Contractor at the job site.

B. Accompany submittal with transmittal letter containing:
   1. Date
   2. Project title and number
   3. Contractor’s name and address
   4. Number and title of each Project Record Document
   5. Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor’s authorized representative.

- END OF SECTION -
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for instructing Owner’s personnel, including the following:
   1. Demonstration and operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.
   3. Demonstration and training DVD’s.

1.3 RELATED SECTIONS

A. Section 01 3100 "Project Management and Coordination" for requirements for pre-instruction conferences.

B. Divisions 2 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.4 SUBMITTALS

A. Schedule of Demonstrations. Submit for approval at least four (4) weeks prior to first demonstration.
   1. Instruction Program: Submit three copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors’ names for each training module. Include learning objective and outline for each training module.
   2. At completion of training, submit two complete training manual(s) for Owner’s use.

B. List of instructors, resume, and instruction outline. Submit for approval at least two (2) weeks prior to first instruction period.
   1. Submit professional DVD-video production credentials.
   2. Qualification Data: For facilitator, class instructors and DVD-video photographer.
C. Training Modules with course outline as specified within this section.

D. Attendance Record: For each training module, submit list of participants and length of instruction time.

E. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

F. Demonstration and Training DVD's: Submit two copies within seven days of end of each training module.
   1. Identification: On each copy, provide an applied label with the following information:
      a. Name of Project.
      b. Name and address of photographer.
      c. Name of Architect and Construction Manager.
      d. Name of Contractor.
      e. Date DVD-videotape was recorded.
      f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction (On-Site, outside classroom).
   2. Transcript: Prepared on 8-1/2-by-11-inch (215-by-280-mm) paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding DVD-videotape. Include name of Project and date of DVD-videotape on each page.

1.5 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructors. Member(s) of installers' staff and authorized representative(s) of a component, assembly, or system manufacturer(s). See individual sections for additional requirements.
   1. A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Photographer Qualifications: A professional photographer who is experienced photographing construction projects.
   1. No recordings performed by Contractor, Subcontractor or vendor will be accepted. Architect must approve the DVD-Videographer prior to instruction

D. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
   1. Inspect and discuss locations and other facilities required for instruction.
   2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. DVD Format: Provide high-quality color DVD. 8 copies submitted to Construction Manager Two (2) weeks after instruction.

2.2 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
1. Motorized doors, including overhead coiling doors and automatic entrance doors.
2. Equipment, including projection screens waste compactors food-service equipment and residential appliances.
3. Fire-protection systems, including fire alarm fire pumps and fire-extinguishing systems.
4. Intrusion detection and security systems including surveillance cameras. Training to occur per the Police Department direction.
5. Conveying systems, including elevators.
6. Refrigeration systems, including chillers cooling towers condensers pumps and distribution piping.
7. HVAC systems, including air-handling equipment air distribution systems and terminal equipment and devices.
8. HVAC instrumentation and EMS controls.
9. Electrical service and distribution, including transformers switchboards panel boards uninterruptible power supplies and motor controls.
10. Packaged engine generators, including transfer switches.
11. Lighting equipment and controls.
12. Communication systems, including intercommunication and clocks.
13. Audio Visual Equipment within each individual room
15. Plaza Fountain, including controls.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.

2. Documentation: Review the following items in detail:
   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Project Record Documents.
   e. Identification systems.
   f. Warranties and bonds.
   g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.
   j. Operating procedures for system, subsystem, or equipment failure.
   k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.

m. Special operating instructions and procedures.

5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.

7. Maintenance: Include the following:
   a. Action List ("Do Not Do List"), whereas warranties would be voided.
   b. Inspection procedures.
   c. Types of cleaning agents to be used and methods of cleaning.
   d. List of cleaning agents and methods of cleaning detrimental to product.
   e. Procedures for routine cleaning
   f. Procedures for preventive maintenance.
   g. Procedures for routine maintenance.
   h. Instruction on use of special tools.

8. Repairs: Include the following:
   a. Contact Information on Local Vendors/Subcontractor/Contractor for each system.
   b. Diagnosis instructions.
   c. Repair instructions.
   d. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   e. Instructions for identifying parts and components.
   f. Review of spare parts needed for operation and maintenance.

**PART 3 - EXECUTION**

**3.1 PREPARATION**

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.

B. Set up instructional equipment at instruction location.
   1. Coordinate location on-site for use in instructing classroom. Contractor responsible for all teaching and A/V requirements.

**3.2 DEMONSTRATION**

A. Inspect and operate satisfactorily, in presence of Construction Manager and other representatives, each system and item of equipment, including accessories.
B. Replace defective work or material.

C. Repeat inspection and demonstration until defects are eliminated.

3.3 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
   1. Contractor will furnish appropriate vendor/instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
   2. Owner will furnish a Facility Supervisor to describe Owner's operational philosophy.
   3. Owner will furnish Contractor with names and positions of participants, upon request of Contractor.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   1. Schedule training with Owner, through Construction Manager, with at least seven days' advance notice.

D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral and demonstration performance-based test.
   1. Allow a minimum of 10 to 15 minutes per Module.

E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.4 DEMONSTRATION AND TRAINING DVD'S

A. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
   1. At beginning of each training module, record each chart containing learning objective and lesson outline.
   2. Training modules shall correspond with list of items (HVAC, Electrical System, Piping and Plumbing, Miscellaneous) at end of this Section.

B. Record instruction of Owner's personnel in the operation and maintenance of equipment and systems. Edit DVD-videotape to remove non-instructional conversation. Photographer shall select vantage points to best show equipment, systems, and procedures demonstrated. Minimum recording time for each of the 4 training modules shall be eight hours

3.5 TRAINING SCHEDULE

A. The Contractor shall train Owner's designated representatives in the operation and maintenance of architectural, mechanical, electrical, and food service equipment. Coordination
shall be maintained with systems designers for development of hours of instruction and scope of material to be covered. Training of Owner's designated representatives shall not commence until the Owner has received from the Contractor the final submittal copy of the operation and maintenance manual.

1. Instruct Owner's personnel in operation and maintenance of all products, equipment and systems. Explain use of operating and maintenance manuals.

2. Tour all building areas involved and identify maintenance points and access and control locations and equipment.

3. Explain operating sequences. Identify location and show operation of switches, valves, etc., used to start stop and adjust systems. Explain use of flow diagrams, operating sequence diagrams, etc. Demonstrate cooperation through complete control cycle and full range of operation in all modes, including testing, calibration and adjustment relevant to operation.

4. Explain use of control equipment, including temperature setting, switch modes, available adjustments, reading gauges, and functions that must be serviced only by authorized factory representative.

5. Explain troubleshooting procedures. Demonstrate commonly occurring problems. Note procedures which must be performed by factory personnel.

6. Explain maintenance procedures and requirements. Point out items requiring periodic maintenance. Demonstrate typical preventive maintenance procedures and recommend typical maintenance intervals. Demonstrate other commonly occurring maintenance procedures not part of preventive maintenance program. Identify maintenance materials to be used.

7. Emphasize safety procedures to be observed in operating and maintaining products, equipment and systems.

8. Furnish all tools and equipment required.

B. Schedule Submittal: The proposed scope of training and materials and instruction schedule shall be submitted for review and approval approximately thirty (30) calendar days before the scheduled completion of the building. Mutually agreeable dates for training shall be arranged with the Owner, but the training must be completed prior to final acceptance of the facility.

C. Scope of Training: Training shall include classroom and on-the-job instructions by qualified installation and maintenance personnel, having the necessary knowledge, experience and teaching skills. The use of factory personnel for training on major equipment items will be required. The qualifications of the training personnel shall be reviewed by the Project Inspector prior to the training session. Any training session which is not acceptable to the Owner shall be redone at the Contractor's expense.

1. Contractor must have sign-in sheets at each training session. Sign-in sheet shall have a start time and completion time to be signed by the Construction Manager.

D. The General Contractor shall professionally DVD-video/audio complete instruction period as required. DVD's labeled and indexed shall be turned over to Owner after training has been completed. Contractor shall provide DVD's with audio all of the training programs and shall deliver completed DVD’s to the Owner.

E. Time Period of Training: The minimum specific hours of training time required for each category of major equipment and systems shall be as stated below. Where additional time is required to completely cover material, provide at no additional cost. Past experience indicates a workable ratio in the vicinity of approximately 25 percent classroom and 75 percent application, except
that the ratio may be reversed for control systems. The Owner shall have the option of reversed for control systems.

F. The Owner shall have the total time specified. Training will be presented on an 8 hour per day, 5 day per week schedule, with all reading assignments and review to be within this period. Time not used in the initial training may be used at the Owners discretion within the warranty period at no additional expense to the Owner.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>TIME (HRS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. HVAC: Heating, ventilating and air conditioning (HVAC) equipment together with their respective operation, interlocks and safety controls.</td>
<td>16</td>
</tr>
<tr>
<td>2. Building Energy Management System (EMS), including functions, controls, overrides, internet monitoring capabilities for site and each building</td>
<td>16</td>
</tr>
<tr>
<td>3. Electrical System: Covers all building electrical power distribution and lighting systems including switchgear, transformers, transfer switch, lighting controls, etc.</td>
<td>16</td>
</tr>
<tr>
<td>4. Piping and Plumbing: Includes, but not limited to, domestic water supply, sanitary drainage, hot water supply system fire suppression system and landscape irrigation including backcheck valves, Fire standpipe, backflow, valves, etc</td>
<td>16</td>
</tr>
<tr>
<td>5. Audio/Visual System: Includes demonstration at each conference room, meeting rooms and Council Chambers. Show specific equipment functions in live demonstrations including conference calling as capable. Demonstrate wall/remote control units</td>
<td>4</td>
</tr>
<tr>
<td>6. Miscellaneous: Includes, but not limited to, fire protection and alarm equipment, door operators, elevators, landscape irrigation and all other equipment not specifically covered above</td>
<td>16</td>
</tr>
</tbody>
</table>
- SECTION 01 8113 -

SUSTAINABLE DESIGN REQUIREMENTS (LEED)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Sustainable Design Requirements (LEED) applies to the Site and New Building only.

1. Contractor to segregate out all work in existing building 1800 from the base project from a LEED standpoint including tracking costs/materials/waste diversion, etc

B. Section specifies the following

1. U.S. Green Building Council's (USGBC) LEED Credits that the Project will pursue in order to obtain the specified LEED rating for the Project. Silver certification under LEED-New Construction Version LEED 3

2. Contractor's general requirements and procedures for compliance with U.S. Green Building Council's LEED prerequisites and credits needed for the Project to obtain a LEED rating, and those related requirements in USGBC LEED Reference Guide for New Construction Version LEED 3

C. Related requirements specified elsewhere include:

1. Section 01 5713, Erosion Control.

2. Requirements for a construction and before occupancy indoor air quality management plans - Section 01 5719, Temporary Environmental Controls.

3. Maximum allowable VOCs for adhesives and sealants – Section 01 6000, Product Requirements.

4. Diversion of construction waste from landfill - Section 01 7419, Construction Waste Management and Disposal

5. Section 01 9113 Commissioning.

6. Refer to Divisions 03 through 33 Sections for LEED requirements specific to the Work of each of those Sections. These requirements may or may not include references to LEED.

7. Additional LEED prerequisites and credits needed to obtain the indicated LEED certification are indicated by the Drawings or are dependent upon other aspects of the Project that are not part of the Work of the Contract.
D. Summary of LEED Credits and Pre-requisites required for the Project

1. Sustainable Sites
   a. SS Pre-requisite 1: Construction Activity Pollution Prevention.
   b. SS Credit 1: Site Selection
   c. SS Credit 2: Development Density & Community Connectivity
   d. SS Credit 4.1: Alternative Transportation: Public Transportation Access
   e. SS Credit 4.2: Alternative Transportation: Bicycle Storage and Changing Rooms
   f. SS Credit 4.3: Alternative Transportation: Low Emitting and Fuel Efficient Vehicles
   g. SS Credit 4.4: Alternative Transportation: Parking Capacity
   h. SS Credit 5.2: Site Development: Maximize Open Space
   i. SS Credit 7.1: Heat Island Effect: Non-Roof
   j. SS Credit 7.2: Heat Island Effect: Roof
   k. SS Credit 8: Light Pollution Reductions

2. Water Efficiency
   a. WE Pre-requisite 1: Water use Reduction
   b. WE Credit 1.1: Water Efficient Landscaping: Reduce by 50 %
   c. WE Credit 3: Water Use Reduction: 20 % Reduction

3. Energy and Atmosphere
   a. EA Prerequisite 1: Fundamental Commissioning of the Building Energy Systems
   b. EA Prerequisite 2: Minimum Energy Performance
   c. EA Prerequisite 3: Fundamental Refrigerant Management
   d. EA Credit 1: Optimize Energy Performance
   e. EA Credit 2: On-Site Renewable Energy
   f. EA Credit 3: Enhanced Commissioning
   g. EA Credit 4: Enhanced Refrigerant Management

4. Materials and Resources
   a. MR Prerequisite 1: Storage and Collection of Recyclables
   b. MR Credit 2: Construction Waste Management: Divert 75% From Disposal
   c. MR Credit 4: Recycled Content: 10 %
   d. MR Credit 7: Certified Wood

5. Indoor Environmental Quality
   a. EQ Prerequisite 1: Minimum IAQ Performance
   b. EQ Prerequisite 2: Environmental Tobacco (ETS) Smoke
   c. EQ Credit 1: Outdoor Air Delivery Monitoring
   d. EQ Credit 2: Increased Ventilation
   e. EQ Credit 3.1: Construction IAQ Management Plan: During Construction
   f. EQ Credit 3.2: Construction IAQ Management Plan: During Occupancy
   g. EQ Credit 4.1: Low-Emitting Materials: Adhesives and Sealants
   h. EQ Credit 4.2: Low-Emitting Materials: Paints and Coatings
   i. EQ Credit 4.3: Low-Emitting Materials: Flooring Systems
   j. EQ Credit 4.4: Low-Emitting Materials: Composite Wood and Agrifiber Products
   k. EQ Credit 5: Indoor Chemical and Pollutant Source Control
1. EQ Credit 6.1: Controllability of Systems – Lighting
m. EQ Credit 6.2: Controllability of Systems - Thermal Comfort
n. EQ Credit 7.1: Thermal Comfort: Design
o. EQ Credit 7.2: Thermal Comfort: Verification
p. EQ Credit 8.1: Daylight and Views: Daylight 75% of Spaces
q. EQ Credit 8.2: Daylight and Views: Views for 90% of Spaces

6. Innovation in Design
   a. ID Credit 1- 1,2 and 4: Innovation in Design
   b. ID Credit 2: LEED Accredited Professional

7. Regional Priority
   a. RP Credit 1- 1,2,3,4,and 5

1.3 DEFINITIONS

A. Certificates of Chain-of-Custody: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria". Certificates shall include evidence that mill is certified for chain-of-custody by an FSC-accredited certification body.

B. Rapidly Renewable Materials: Materials made from agricultural products that are typically harvested within a ten-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.

C. Regional Materials: Materials that are extracted, harvested, or recovered, as well as manufactured within a radius of 500 miles (800 km) from the Project site. Manufacturing refers to the final assembly of components into the building product that is installed at the Project site. If only a fraction of a product or material is extracted/harvested/recovered and manufactured locally, then only that percentage, by weight, shall contribute to the regional value.

D. Recycled Content: The percentage, by weight, of constituents recovered or otherwise diverted from the solid waste stream, as defined by Document ISO 14021-99 "Environmental Labels and Declarations-Self-Declared Environmental Claims, Type II Environmental Labeling".
   1. Post-consumer material: Waste material generated by households or by commercial, industrial and institutional facilities in their role as end-users of the product, which can no longer be used for its intended purpose.
   2. Pre-consumer material: Material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework, regrind or scrap generated in a process and capable of being reclaimed within the same process that generated it.
   3. Assembly recycled content: Weight of total recycled content divided by the weight of the assembly.

E. Low-Emitting Materials:
   1. Adhesives and Sealants; Paints and Coatings; Flooring Systems; and Composite Wood and Agrifiber Products: Comply with South Coast Air Quality Management District (SCAQMD) Rule No. 1168 for VOC limits.
   2. Paints and Coatings: Comply with Green Seal Standard GS-11, GC-03 for VOC limits including SCAQMD Rule 1113.
F. Submittal Template: Electronic template furnished by LEED program administrators, to the Architect for compiling and submitting certain specified LEED documentation.

G. Composite Wood and Agrifiber Products: Particleboard, Medium Density Fiberboard, plywood, wheat board, strawboard, panel substrates and wood door cores. Furniture and equipment items are not included.

1.4 ACRONYMS

A. The following abbreviations and acronyms are used in this section.
1. LEED: Leadership in Energy & Environmental Design.
2. IAQ: Indoor air quality.
3. NC: New construction
4. SS: Sustainable Sites
5. WE: Water Efficiency
6. EA: Energy and Atmosphere
7. MR: Materials and Resources
8. EQ: Indoor Environmental Quality
10. CFC: Chlorofluorocarbons
11. COC: Chain-of-Custody
12. HCFC: hydro chlorofluorocarbon
13. HVAC-R: Heating Ventilating Air Conditioning and Refrigeration
14. FSC: Forest Stewardship Council
15. ISO: International Organization for Standards
16. EPA: Environmental Protection Agency
17. SMACNA: Sheet Metal and Air Conditioning Contractors National Association
18. VOC: Volatile Organic Compounds

1.5 SUBMITTALS

A. General:
1. Furnish documentation of all as-built conditions as required to determine compliance with LEED Credits pursued by the Project.
2. Revise and resubmit as needed until LEED representatives accept required documentation.
3. LEED "Project Submittals" shall be submitted at the same time as other submittals required by other sections of the Specifications.
4. LEED "Closeout Submittals"
   a. Submitted after all required information and documentation is available, but no later than time other closeout submittals are submitted.
   b. Unless otherwise directed by the Architect, closeout submittals that are to be submitted to the Architect shall be submitted as a single comprehensive package containing all LEED close-out submittals.
5. Contractor shall pay all costs for re-submittal for construction phase appeal credits.
B. Submit additional LEED submittal requirements included in other sections of the Specifications.

C. LEED submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated LEED requirements.

D. Project Materials Cost Data: Submit initial plans within 30 days of date established by the Notice to Proceed Award and a minimum of 10 days before the date of the pre-construction meeting.
   1. Provide a spreadsheet indicating total cost for LEED defined building materials used for the Project. Spreadsheet will serve as the basis for calculating the costs and percentages of building materials that qualify under various LEED credits.
   2. Include in spreadsheet total project material cost for work specified in Specification Divisions 3 through 10, 31, 32, and 33; or as an alternative provide the total project cost for the work specified in Specification Divisions 3 through 10, 31, 32, and 33 multiplied by 0.45. Indicate on the spreadsheet option selected. Cost of materials shall include delivery to the job site.
      a. Separate each material line item into Total Construction Cost, Labor Cost, Construction Equipment Cost, and Material Cost.
      b. Allow additional columns for listing each LEED point that requires a material cost breakdown for LEED documentation.
      c. Submit preliminary copy of cost data for review by Architect. After review, make revisions as required by the Architect.

E. LEED Action Plans: Submit initial plans within 30 days of date established by the Notice to Proceed Award and a minimum of 10 days before the date of the pre-construction meeting indicating how the following requirements will be met.
   1. LEED SS Prerequisite 1: Erosion and sedimentation control plan complying with Section 01 5713 - Erosion Control.
   2. Credit MR 2: Waste management plan complying with Section 01 7419 Construction Waste Management and Disposal.
   3. Credit MR 4: List of proposed materials with recycled content.
      a. Indicate material cost as provided for in the LEED Reference Guide; post-consumer recycled content, and pre-consumer recycled content for each product having recycled content.
   4. Credit MR 7: List of proposed permanently installed certified wood products and temporary construction wood.
      a. Indicate each permanently installed product containing certified wood, its source, and cost.
      b. Include statement indicating total cost for wood-based materials used for Project.
   5. Credit EQ 3.1 and 3.2: Construction and pre-occupancy indoor air quality management plans complying with Section 01 5719, Temporary Environmental Controls.

F. LEED Progress Reports: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with LEED action plans for the following:
   2. Credit MR 4: Recycled content materials.
G. LEED Documentation Submittals:

1. Credit SS 7.1: Measure and report in terms of a combined Solar Reflectance Index, the reflectance and emittance of each installed paving material.

2. Credit SS 7.2: Submit product data and total area cover for each type of roofing material installed indicate Solar Reflectance Index (SRI), in accordance with Specification Sections. Submit letter signed and dated by the Contractor, certifying the areas expressed in square feet of installed Solar Reflectance Index (SRI) compliant materials.

3. Pre-Requisite WE 1: Water Use Reduction

4. Credit WE 3: For each flush plumbing fixture: Identify installed fixture type and total number of each fixture type, fixture manufacturer, fixture model, and flush rate in gallons per flush for each fixture type, in accordance with Specification Section 22 0500.

5. Prerequisite EA 3: Submit product data for new HVAC&R and fire-extinguishing, equipment indicating absence of CFC refrigerants.

6. Credit EA 4: Submit listing of HVAC&R equipment types actually installed, include quantity of each unit, size expressed in tons, refrigerant used and refrigerant charge for each piece of refrigerant containing equipment. Submit product data for new HVAC equipment indicating absence of HCFC refrigerants, and for clean-agent fire-extinguishing systems indicating absence of CFC, HCFC and Halon.

7. Credits MR 2. Comply with Section 01 7419 - Construction Waste Management and Disposal.

8. Credit MR 4.: Submit product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content. Include statement indicating costs for each product having recycled content.

9. Credit MR 7: Furnish either or both a list of products and components for each products claimed as being FSC certified. Retain invoices for all new wood materials and products used for 1 year following completion of the project. Submit invoices, if required, to prove compliance with this credit.

   a. Include for each product/product component the manufacturer and the appropriate entity’s FSC, Chain-of-Custody certification number.

   b. Either by weight or volume state the total of all new wood provided on the Project and the amount of FSC certified wood, stated as a percentage of the total new wood on the Project.

   c. Include statement indicating costs for each product containing Certified Wood.

   d. Include statement indicating total cost for wood-based materials permanently installed on the Project.

10. Credit EQ 1: Submit product data and shop drawings for carbon dioxide monitoring system, in accordance with Specification Section 23 0550, and as specified as follows:

   a. Provide specific information regarding the location and quantity of installed carbon dioxide monitors, operational parameters and set-points.

   b. Provide record “as-built” drawings that locate each type of installed sensor.

11. Credit EQ 3.1: Submit during construction, documentation in accordance with Specification Section 01 5719, Temporary Environmental Controls. Complete Submittal Template as made available by the Architect.

12. Credit EQ 3.2: Submit Construction IQA management plan before occupancy, in accordance with Specification Section 01 5719, Temporary Environmental Controls. Complete Submittal Template as made available by the Architect.
13. Credit EQ 4.1: Submit a listing of each indoor adhesive, sealant and sealant primer product used on the Project. For each product include the manufacturer’s name, product name, specific VOC data expressed in grams per liter, less water. Also list the specified allowable VOC for each adhesive, sealant and sealant primer. Calculate VOC according to 40 CFR 59. Complete Submittal Template as furnished by the Architect.

14. Credit EQ 4.2: Submit a listing of each indoor paint and coating product used on the Project. For each product include the manufacturer’s name, product name, specific VOC data expressed in grams per liter. Also list the specified allowable VOC for each paint and coating product. Calculate VOC according to 40 CFR 59, Subpart D. Complete Submittal Template as furnished by the Architect.

15. Credit EQ 4.3: Low Emitting Materials – Floor Systems,


17. Credit EQ 5: Submit manufacturer’s product information, shop drawings, and photos to verify designed entryway systems have actually been installed. Submit listing of HVAC filters and the associated MERV ratings for each.

18. Credit EQ 7.1: Product data and shop drawings for sensors and control system used to monitor and control room temperature and humidity, in accordance with Specification Section 23 0900.

19. Credit EQ 8.1: Provide visible light transmittance for each glazing assembly

H. LEED Closeout Submittals

1. General
   a. Complete and finalize the cost data spreadsheet, updated to include change orders and revisions during construction.
   b. Finalize all LEED documentation for which the Contractor is responsible.
   c. Where it is specified that the Contractor complete the LEED template, upload the information to the Project's LEED website; fill out the LEED online submittal templates, as the responsible party. Upload the submittal documentation and back-up requirements to the LEED Online web site, following the instructions for each credit.

   a. Complete the construction waste calculation tables as described in the LEED Reference Guide, including: general description of each type/category of waste generated; location of receiving agent (recycler/landfill) for waste; quantity of waste diverted (by category) in tons.
   b. Provide a narrative describing the Project's construction waste management approach including a copy of the Project's construction waste management plan. Provide any additional comments or notes to describe any special circumstances or considerations regarding the Project's credit approach.
   c. Required audit documentation:
      1) Copy of Construction Waste Management plan.
      2) Significant sampling of the hauling/recycling tags/tickets or receipts from the Project.
      3) Information from the recycling facilities indicating how the materials were recycled/processed/used.
      4) Documentation of the recovery rate, if waste is co-mingled.
5) Brief narrative explaining how and to where each waste type is diverted if not already included on the LEED Template.

3. Credit MR 4 - Recycled Content Materials: Complete the LEED template.
   a. Provide total project material cost for work specified in Specification Divisions 3 through 10, 31, 32, and 33; or provide the total project cost for the work specified in Specification Divisions 3 through 10, 31, 32, and 33 multiplied by 0.45.
   b. Submit a tabulation of each material used on the Project that is being tracked for recycled content. Tabulation shall include the following for each material:
      1) Description of the material.
      2) Manufacturer of the material
      3) Product cost.
      4) Both or either pre-consumer and post-consumer recycled content percentage.
      5) Source of the recycled product data for each product.
   c. Provide an optional narrative describing any special circumstances or considerations regarding the Project's credit approach.
   d. Required audit documentation:
      1) Manufacturer cut sheets, literature or letters highlighting the overall post-consumer and/or post-industrial recycled content percentages by weight of each product listed on the template.
      2) Materials invoices showing costs for each product listed on the template.

4. Credit MR 7.0 - Certified Wood: Complete the LEED template.
   a. List the products/materials and components of products claimed as FSC certified, including the product type, manufacturer, and the appropriate entity's Chain-of-Custody certification number. Each product name can then be cross-referenced with the manufacturer or vendor COC number during the LEED certification review. See for more information.
   b. Provide an optional narrative describing any special circumstances or considerations regarding the Project's credit approach.
   c. Required audit documentation:
      1) Official FSC Chain-of-Custody certificates from either Smart Wood or Scientific Certification Systems for each material listed, with Chain-of-Custody number.
      2) Wood materials vendor invoices showing costs.

   a. Provide Product Data for temporary filtration media: List all filtration media. Include manufacturer, model number, MERV rating, and location of installed filter installed during construction. Confirm that each unit is replaced prior to occupancy.
   b. Construction Documentation: Submit 6 photographs at 3 different occasions during construction, along with a brief description of the SMACNA approach employed documenting implementation of the IAQ management measures, such as protection of ducts and on-site stored or installed absorptive materials. Include the following text - Upload photos documenting moisture protection methods. Photos
should include date and time stamp. Include representative photos of all methods and at least 2 time periods must be included.

c. Provide an optional narrative describing any special circumstances or non-standard approaches taken by the Project.

d. Required audit documentation: Manufacturer literature, cut sheets, or letters showing MERV values of filtration media used during construction and immediately before occupancy.

   a. Provide a listing of each indoor adhesive, sealant, sealant primer, and each indoor aerosol adhesive product used on the Project. Include the manufacturer's name, product name, specific VOC data expressed in grams per liter, less water for each product, and the corresponding allowable VOC from the referenced standard.
   b. Provide a narrative to describe any special circumstances or non-standard compliance path taken by the Project.
   c. Required audit documentation:
      1) Cut sheets and Material Safety Data Sheets, or letter from the manufacturer for each adhesive and sealant used on the interior, with the VOC content in grams per liter highlighted.
      2) Summary table comparing the credit VOC requirement and the actual VOC level for each product.

7. Credit EQ 4.2 - Low Emitting Materials - Paints and Coatings: Complete the LEED template.
   a. Provide a listing of each indoor paint and coating product used on the Project. Include the manufacturer's name, product name, specific VOC data expressed in grams per liter, less water, for each product, and the corresponding allowable VOC from the referenced standard.
   b. Provide a narrative to describe any special circumstances or non-standard compliance path taken by the Project.
   c. Required audit documentation:
      1) Cut sheets and Material Safety Data Sheets, or letter from the manufacturer for each interior paint, with the VOC content in grams per liter highlighted.
      2) Summary table comparing the credit VOC requirement and the actual VOC level for each product.

1.6 QUALITY ASSURANCE

A. Contractor and Subcontractor Qualifications: Contractors and subcontractors who are familiar, or who are willing to become familiar with LEED Green Building Rating System credit and documentation requirements and processes, and who will provide the required documentation for LEED credits.

B. LEED References
   1. Review and be familiar with the LEED-NC for New Construction Reference Guide, Version LEED 3, which includes guidelines and tools for documenting LEED credits.
   2. Obtain and bring to the Pre-construction meeting the Contractor's copy of the above Reference Guide.

C. Contractor's LEED Representative: Contractor shall designate a LEED Representative, for the approval of the Architect. Contractor's LEED Representative shall:
   1. Be an individual responsible for implementation, coordination, and documentation of LEED Credit Requirements.
   2. Attend all LEED Certification meetings and shall be present on site at all times when work is in progress.
   3. Be a LEED Accredited Professional.

PART 2 - PRODUCTS

2.1 RECYCLED CONTENT OF MATERIALS
   A. Credit MR 4.: Recycled content 10 percent, as specified in Section 01 6000, Product Requirements.

2.2 CERTIFIED WOOD
   A. Credit MR 7: Certified Wood. Provide in accordance with Specification Section 11 5301, Laboratory Casework.

2.3 LOW-EMITTING MATERIALS
   A. Credit EQ 4.1: Low-Emitting Materials; Adhesives and Sealants. Provide in accordance with Specification Section 01 6000, Product Requirements.
   B. Credit EQ 4.2: Low-Emitting Paints and Coatings: For interior applications use paints and coatings as specified in Section 09 9113, Exterior Painting, 09 9123, Interior Painting and 09 9600, High Performance Coatings.
   C. Credit EQ 4.3: Low Emitting Materials – Floor Systems,
   D. Credit EQ 4.4: Low Emitting Materials – Composite Wood and Agrifiber Products

PART 3 - EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT
   A. Credit MR 2.: Comply with requirements as specified in Section 01 7419, Construction Waste Management and Disposal.
3.2  CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT

A. Credit EQ 3.1 and EQ 3.2: Comply with requirements as specified in Section 01 5719, Temporary Environmental Controls.

3.3  LEED SCORECARD

A. The points indicated on the following scorecard (following this Section) are required to be completed and approved by the USGBC as Work under project’s base bid scope.

- END OF SECTION -
# LEED 2009 for New Construction and Major Renovation
## Project Scorecard

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**SUSTAINABLE DESIGN REQUIREMENTS (LEED)**

**DSA APPLICATION #01-111019**

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Commissioning is a comprehensive and systematic process to verify that the building systems perform as designed to meet the owner's requirements. Commissioning during the construction, acceptance, and warranty phases is intended to achieve the following specific objectives:
1. Verify and document that equipment is installed and started per manufacturer's recommendations and to industry accepted minimum standards.
2. Verify and document that equipment and systems receive complete operational checkout by installing contractors.
3. Verify and document equipment and system performance.
4. Verify the completeness of operations and maintenance materials.
5. Ensure that the owner's operating personnel are adequately trained on the operation and maintenance of building equipment.

B. The commissioning process does not take away from or reduce the responsibility of the system designers or installing contractors to provide a finished and fully functioning product.

1.3 COORDINATION
A. Commissioning Team: The members of the commissioning team consist of the Commissioning Agent (CA), the Construction Manager (PMT), the General Contractor (GC), Designers (A/E), the Mechanical Contractor (MC), the Electrical Contractor (EC), the TAB representative (TAB), the Controls Contractor (CC), the owner's maintenance staff, and any other installing subcontractors or suppliers of equipment.

B. Management:
1. Define the management and contractual model for the commissioning agent. The CA is typically under contract with the owner, but commissioning can also be provided under management by the design team or general contractor.
C. **Scheduling:** The CA will work with the PMT to schedule commissioning activities. The Contractor shall integrate all commissioning activities into the master construction schedule. All parties will address scheduling issues in a timely manner in order to expedite the commissioning process.

D. **GC Coordination of Cx Activities:** GC shall coordinate all Cx related activities during each phase of construction with PMT and CA as described in detail in Section 1.5.E. This coordination is a responsibility of all GCs in charge of different phases of this project.

### 1.4 COMMISSIONING PROCESS

A. The following activities describe the commissioning tasks during construction and the general order in which they occur. The commissioning agent coordinates all activities.

1. **Scoping Meeting.** All members of the design and construction team that will be involved in the commissioning process meet and agree on the scope of work, tasks, schedules, deliverables, and responsibilities for implementation of the Commissioning Plan.

2. **Commissioning Plan.** The commissioning plan provides guidance in the execution of the commissioning process. The Specifications take precedence over the Commissioning Plan.

3. **Submittals.** Equipment documentation is submitted to the CA during normal submittals, including detailed start-up procedures.

4. **Start-Up/Pre-Functional Checklists.** The CA provides the Subs with pre-functional checklists to be completed during the startup process.

5. **Functional Performance Testing.** The CA develops specific equipment and system functional performance test procedures. The Subs review the procedures. The procedures are executed by the Subs, under the direction of, and documented by the CA.

6. **Deficiencies and Resolution.** The CA documents items of non-compliance in materials, installation or operation. The items are corrected at the Sub’s expense and the equipment or systems are retested.

7. **Operations and Maintenance Documentation.** The CA reviews the O&M documentation for completeness.

8. **Training.** The CA reviews the training provided by the Subs and verifies that it is completed.

9. **Deferred Testing.** Deferred or seasonal testing is conducted, as required.

### 1.5 RELATED SECTIONS

A. Specific commissioning requirements are given in the following sections of these specifications.

1. Division 01 Section 01 3100 – Project Management and Coordination
2. Division 01 Section 01 3300 – Submittal Procedures
3. Division 01 Section 01 7700 – Closeout Procedures
4. Division 01 Section 01 7839 – Project Record Documents
5. Division 23 Section 23 0100 – Mechanical General Requirements
6. Division 23 Section 23 0800 – Commissioning of HVAC
7. Division 23 Section 23 0913 – BACnet Control and Energy Management Systems
8. Division 26 Section 26 0511 – Requirements for Electrical Installations
9. Division 26 Section 26 0800 – Commissioning of Lighting and Daylight Control Systems
10. Division 26 Section 26 0923 – Building Lighting Control Systems
11. Division 26 Section 26 9950 – Electrical Systems Commissioning

1.6 RESPONSIBILITIES

A. The responsibilities of various parties in the commissioning process are provided in this section. Note that the services for the Project Manager, Design Team, and Commissioning Agent are not included in this contract. The Contractor is not responsible for providing their services. Their responsibilities are listed here to clarify the commissioning process.

B. Commissioning Agent (CA): The CA is not responsible for design concept, design criteria, code compliance, general construction scheduling, cost estimating, or construction management. The CA may assist with resolving deficiencies, but ultimately that responsibility resides with the general contractor and the Design Team. The primary role of the CA is to develop and coordinate the execution of a testing plan to verify and document that systems are functioning in accordance with the design intent and the Construction Documents during the following phases:

1. Construction and Acceptance Phase
   a. Direct all commissioning activities. Work with the Contractor and PMT to ensure that commissioning activities are scheduled.
   b. Maintain an up-to-date Commissioning Plan.
   c. Plan and conduct the commissioning scoping meeting.
   d. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedures, and sequences of operation.
   e. Review Contractor submittals applicable to commissioned systems, concurrent with the A/E reviews.
   f. Develop and distribute pre-functional checklists to the Subs who fill-out the forms during start-up and checkout.
   g. Perform site visits, as necessary, to observe component and system installations. Attend construction job-site meetings, as necessary, to monitor construction and commissioning progress.
   h. Review completed pre-functional checklist and start-up reports.
   i. Assist with coordination of start-up and TAB activities. Review TAB report.
   j. Develop functional performance test procedures for equipment and systems.
   k. Coordinate, witness, and document functional performance tests completed by installing contractors. Coordinate retesting as necessary until satisfactory performance is verified.
   l. Maintain a master deficiency and resolution record. Provide the PMT with written progress reports and test results with recommended actions.
   m. Review the training proposed by the contractors for the Owner’s operating personnel.
   n. Review the O&M manuals.
   o. Prepare a final commissioning report.

2. Warranty Period
a. Coordinate and supervise required deferred or seasonal testing and deficiency corrections.
b. Assist in the development of a systems manual and review as-built documentation.

C. Designers (A/E): Responsibilities in each phase as follows:
   1. Construction and Acceptance Phase
      a. Attend commissioning scoping meeting and additional meetings, as necessary.
      b. Provide design intent and sequence of operation documentation as required by the CA.
      c. Assist in resolution of system deficiencies identified during commissioning.
      d. Review and approve the operations and maintenance manuals.
   2. Warranty Period
      a. Assist in resolution of system deficiencies identified during warranty period commissioning.

D. Owner’s Project Manager (PMT): Responsibilities in each phase as follows:
   1. Construction and Acceptance Phase
      a. Manage the contract of the CA.
      b. Attend commissioning scoping meeting and additional meetings, as necessary.
      c. Arrange for facility operating and maintenance personnel to participate in commissioning activities and training sessions.
      d. Provide final approval for the completion of the commissioning work.
      e. Coordinate LAWA, CA, the Contractor.
   2. Warranty Period
      a. Ensure that any deferred or seasonal testing and any deficiencies are addressed.

E. General Contractor (GC): Responsibilities in each phase as follows:
   1. Construction and Acceptance Phase
      a. Facilitate the coordination of the commissioning work by the CA.
      b. Attend commissioning scoping meeting and additional meetings, as necessary.
      c. Furnish copies of construction documents, addenda, change orders and approved submittals and shop drawings related to commissioned equipment to the CA.
      d. Ensure that the Subs execute their commissioning responsibilities according to the Specifications and Commissioning Plan.
      e. Coordinate the training of owner personnel.
      f. Prepare O&M manuals, according to the Specifications, including updating original sequences of operation to as-built conditions.
   2. Warranty Period
      a. Ensure that Subs execute required deferred or seasonal functional performance testing.
      b. Ensure that Subs correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for issues identified during the warranty period.
F. Equipment Suppliers: Responsibilities as follows:
   1. Provide requested submittal data, including detailed start-up procedures and specific responsibilities of the Owner to keep warranties in effect.
   2. Provide information requested by CA regarding equipment sequence of operation and testing procedures.
   3. Assist in equipment testing per agreements with the Subs.

G. Mechanical, Electrical, Controls and TAB Contractors:
   1. Fulfill responsibilities as required in Division 23 and 26.

1.7 COMMISSIONING SCOPE

A. The following marked systems will be commissioned in this project. All general references to equipment in these documents refer only to equipment that is to be commissioned.
B. The following equipment will be commissioned in this project (checked with [X]).

<table>
<thead>
<tr>
<th>System</th>
<th>Equipment</th>
<th>LEED</th>
<th>Non-LEED</th>
</tr>
</thead>
<tbody>
<tr>
<td>HVAC System</td>
<td>Piping systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ductwork</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chillers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cooling tower</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Boilers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pumps</td>
<td></td>
<td>[X]</td>
</tr>
<tr>
<td></td>
<td>Variable frequency drives</td>
<td></td>
<td>[X]</td>
</tr>
<tr>
<td></td>
<td>Heat exchangers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Air handling units</td>
<td></td>
<td>[X]</td>
</tr>
<tr>
<td></td>
<td>VAV Terminal units</td>
<td></td>
<td>[X]</td>
</tr>
<tr>
<td></td>
<td>Packaged AC units</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Split AC units</td>
<td></td>
<td>[X]</td>
</tr>
<tr>
<td></td>
<td>Supply fans</td>
<td></td>
<td>[X]</td>
</tr>
<tr>
<td></td>
<td>Exhaust fans</td>
<td></td>
<td>[X]</td>
</tr>
<tr>
<td></td>
<td>Kitchen exhaust hoods</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pre-Conditioned Air (PCA) units</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Building Automation System (BAS)</td>
<td></td>
<td>[X]</td>
</tr>
<tr>
<td></td>
<td>Chemical treatment systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fire and smoke dampers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical System</td>
<td>Scheduled lighting and light sweeping</td>
<td></td>
<td>[X]</td>
</tr>
<tr>
<td></td>
<td>Daylight dimming controls</td>
<td></td>
<td>[X]</td>
</tr>
<tr>
<td></td>
<td>Lighting occupancy sensors</td>
<td></td>
<td>[X]</td>
</tr>
<tr>
<td></td>
<td>Distribution panels and circuit breakers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Automatic transfer switches</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Emergency power system</td>
<td></td>
<td>[X]</td>
</tr>
<tr>
<td></td>
<td>UPS system</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ground fault detection</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fire and smoke alarm systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fire protection systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Security system</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Communications system</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public address/paging systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td>Domestic water heaters</td>
<td></td>
<td>[X]</td>
</tr>
</tbody>
</table>
PART 2 - PRODUCTS

2.1 SUBMITTAL REVIEW

A. The contractor’s standard submittals will be reviewed to ensure that the equipment or system provided will meet the specifications and design intent, as they relate to environmentally responsive characteristics. The reviews performed by CA will be sent to the design team to be incorporated into their standard review forms, prior to being sent to the contractors.

2.2 PRE-FUNCTIONAL CHECKLISTS

A. Pre-Functional Inspection Checklists are developed for all mechanical equipment being commissioned. The checklist captures equipment nameplate and characteristics data, and confirms the as-built status of the equipment or system. The checklists ensure that the systems are complete and operational and document the installation of components and completion of systems.

B. The checklists are prepared by CA from manufacturer’s data, drawings and specifications to include the required installation, checkout, and start up procedures. The installing Subs date and initial the checklists as the construction and start-up is completed. CA reviews and verifies the completed checklists before scheduling the functional performance testing.

C. Pre-Functional checklists will be created for all systems identified in Section 1.7, and are to be completed by the installing contractors prior to functional performance testing. The Contractor will aid in supervising this process by managing the pre-functional checklist books, either by keeping them in their trailer, or by giving them to the appropriate contractor for completing. Every two (2) weeks the Contractor will submit a copy of the summary sheet “functional performance testing readiness checklist” to CA to provide up-to-date information of pre-functional checkout progress. This aids in scheduling of the functional performance tests.

D. Sample Pre-Functional checklists are attached below.

- The remainder of this page is left intentionally blank -
**Pre-functional Test Verification Form**

**Mechanical**

**Project Name:** Sample Project

<table>
<thead>
<tr>
<th>Equipment Name</th>
<th>Location</th>
<th>Area Served</th>
<th>Drawing No</th>
<th>Manufacturer</th>
<th>Model No</th>
</tr>
</thead>
<tbody>
<tr>
<td>FC/E2-1 &amp; CU/E2-1</td>
<td></td>
<td></td>
<td>FEP</td>
<td>WHP30</td>
<td>C2C24DC</td>
</tr>
</tbody>
</table>

**General:** To be filled out by installing contractor, and kept onsite during project. The checklist will be completed and turned in prior to Functional Performance Testing.

**Instruction:** Fill in Unit Information as listed below, then check the appropriate box as items are verified and deemed acceptable. Add comments if needed and explain any exceptions taken.

<table>
<thead>
<tr>
<th>Installation Checks</th>
<th>Contractor</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ductwork complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical power complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permanent label attached</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Casing condition OK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Access doors seals tight</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Duct connections condition OK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance access OK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thermal insulation installed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power disconnects installed and labeled</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Velocity Pick up tubes secure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balancing dampers installed with provisions for locking and marking position</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Piping completed to refrigerant loop</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturer's installation manual followed for installation and startup procedures</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copy of filled out Manufacturer's installation and operation procedures attached</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Test Adjust and Balance Complete, with deficiencies corrected</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment signed as complete on CX/FT/Readiness checklist (mechanical entry)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes**

---

**By signing, I have verified that the above equipment is installed per the manufacturer's instructions, and the design documents, and is ready for final testing by the commissioning agent.**

**Signature**

Mechanical Contractor ___________________________ Date ___________________________

General Contractor ___________________________
### Pre-functional Test Verification Form

**Project Name:** Sample Project  
**Equipment Name:** FC/E2-1 & CU/E2-1  
**Location:**  
**Area Served:**  
**Drawing No:**  
**Manufacturer:** EVHP  
**Model No:** WHP30 C2C24DC

**General:** To be filled out by installing contractor, and kept onsite during project. The checklist will be completed and turned in prior to Functional Performance Testing.

**Instruction:** Fill in Unit Information as listed below, then check the appropriate box as items are verified and deemed acceptable. Add comments if needed and explain any exceptions taken.

<table>
<thead>
<tr>
<th>Installation Checks</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temperature Sensors wired</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temperature sensors calibrated</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety interlocks wired and tested</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start/Stop wiring complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Status sensor and wiring complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actuators installed and tested</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software programming complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schedule installed with holidays</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trends enabled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alarms programmed and tested</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sequence tested to meet specified sequences</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PID loops tuned</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graphics complete and installed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copy of completed point-to-point checkout attached</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment signed as complete on CFX FPT Readiness checklist (control entry)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes**

**By signing, I have verified that the above equipment is installed per the manufacturer's instructions, and the design documents, and is ready for final testing by the commissioning agent.**

**Signature**

**Control Contractor**

**Date**

**General Contractor**

**Date**
2.3 DEFICIENCY REPORT AND RESOLUTION RECOMMENDATION

A. The CA will make a site visit to witness equipment and system installations. Each site visit will have a specific agenda and will be coordinated with the Contractor’s site supervisor. The Contractor will update the CA about job-site meetings in order to keep informed on construction progress and to update parties involved in commissioning. The Contractor provides the CA with information regarding substitutions or change orders that may affect commissioned equipment or the commissioning schedule.

B. All deficiencies found from site visits and functional performance testing will be documented in a Deficiency Report. The report will include all details of the components or systems found to be non-compliant with the parameters of the functional performance test plans and design documents. The deficiency report will become part of the punch list. The report will detail the adjustments or alterations required to correct the system operation, and identify the responsible party. The deficiency report will be continuously updated. The CA schedules any required retesting through the Contractor. Decisions regarding deficiencies and corrections are made at as low a level as possible, preferably between CA, the Contractor and sub-contractors.

2.4 FINAL COMMISSIONING REPORT AND LEED DOCUMENTATION

A. Final Commissioning Report: A final Commissioning Report will be compiled which summarizes all of the tasks, findings, and documentation of the commissioning process. All test reports by various sub-contractors, manufacturers and controlling authorities will be incorporated into the final report.

B. The commissioning report includes:
   1. Deficiencies that were discovered and the measures taken to correct them;
   2. Functional test procedures and results;
   3. Reports that document all commissioning field activities and their progress;
   4. A description and estimated schedule of required deferred testing.
   5. LEED Documentation filled out by CA online.

2.5 POST OCCUPANCY REVIEW SUMMARY

A. Deferred Testing includes: Unforeseen Deferred Tests, Seasonal Testing, and End-of-Warranty Review. Seasonal variation in operations or control strategies may require additional testing during peak cooling and heating seasons to verify system performance. During the warranty period, seasonal testing and other deferred testing is completed as required to fully test all sequences of operation. CA coordinates this activity. Tests are executed and deficiencies corrected by the appropriate Subs, witnessed by facilities staff and CA. All final adjustments to as-built drawings do to the testing are made.

B. CA will request input from the owner’s operations staff and occupants about the performance of the building systems. CA also supports the Contractor’s troubleshooting process during the warranty period. The Contractor’s warranty team will first try and resolve the issues before requesting assistance from CA.
2.6 SYSTEMS MANUAL AND REVIEW OF PERSONNEL TRAINING AGENDAS

A. During regular commissioning process the operation and maintenance manuals prepared by the contractors for the owner’s maintenance personnel are reviewed for completeness.

PART 3 - EXECUTION

3.1 MEETINGS

A. Scoping Meeting. The CA will schedule, plan and conduct a commissioning scoping meeting with the entire commissioning team in attendance. The CA will distribute meeting minutes to all parties.

B. Miscellaneous Meetings. Other meetings will be planned and conducted by the CA as construction progresses. These meetings will cover coordination, deficiency resolution and planning issues.

3.2 REVIEWING SUBMITTALS

A. The CA reviews submittals related to the commissioned equipment for conformance to the Construction Documents as it relates to the commissioning process. The review is intended primarily to aid in the development of functional performance test procedures.

B. The CA may submit written requests for additional information from contractors to facilitate the commissioning process.

C. The CA may request additional design and operations narrative from the design team and Controls Contractor.

3.3 START-UP PROCESS

A. The following procedures apply to all equipment to be commissioned, according to Section 1.7, Commissioning Scope.

B. General. Pre-functional Inspection Checklists are developed and completed for all major equipment and systems being commissioned. The checklists are created by CA and provided to the contractors and must be filled out with summary sheets signed and forward over to CA by the Contractor. These checklists also ensure that the systems are complete and operational, so that the functional performance testing can be scheduled.

C. Start-up Activities. The CA witnesses start-up of major equipment performed by the responsible contractors. Contractors’ start-up plans and documentation may be provided to the PMT and Design Team for review. The primary role of the CA in this process is to ensure that there is written documentation for each of the manufacturer-recommended procedures.

D. Completion of Pre-functional Inspection Checklists and Startup.
   1. The Subs and equipment suppliers schedule startup and checkout with the PMT, the Contractor and CA.
2. The CA shall observe, at minimum, the start-up documents for each piece of primary equipment. If there are multiple units, a sampling strategy may be used according to the commissioning plan.

3. For lower-level equipment components (e.g., VAV boxes, reheat coils), the CA shall observe a sampling of the start-up documents. The sampling procedures are identified in the commissioning plan.

4. The Subs and vendors execute startup and provide the CA with a signed and dated copy of the completed start-up and pre-functional inspection checklists.

5. Only individuals who have completed or witnessed the line item task shall make initials or checks on the forms.

E. Deficiencies, Non-Conformance and Approval in Checklists and Start-up.

1. The Subs shall clearly list any items of the start-up and pre-functional procedures not successfully completed at the bottom of the form or on an attached sheet. The procedures form and any outstanding deficiencies are provided to the CA within two days of test completion.

2. The CA reviews and verifies all pre-functional inspection checklists and start-up reports and recommends approval to the PMT. The CA assists the Subs and vendors to correct and retest deficiencies or uncompleted items, involving other members of the commissioning team as necessary.

3.4 FUNCTIONAL PERFORMANCE TESTING

A. The following procedures apply to all equipment to be commissioned, according to Section 1.7, Commissioning Scope.

B. Objectives and Scope. The objective of functional performance testing is to demonstrate that each system is operating according to the documented design intent and Construction Documents. Functional performance testing comprises a full range of tests to verify the intended operation of individual components and system interactions under various conditions and modes of operation. The systems are run through all of the sequences of operation and the response of components is verified. Testing proceeds from components to subsystems to systems, interlocks and connections between systems, and finally to responses to emergency conditions. All verification procedures are directed, witnessed, and documented by the commissioning provider.

C. Development of Test Procedures. The CA develops specific test procedures and forms to verify and document proper operation of each piece of equipment and system. The CA obtains all documentation, including an updated points list, control sequences, and set points. If necessary, the CA may request clarifications from contractors and the design team regarding sequences and operation. Prior to execution, the CA provides the test procedures to the Subs who review the tests for feasibility, safety, equipment and warranty protection. The CA may submit the tests to the Design Team for review. The CA schedules functional tests through the Contractor and the Subs. Under the supervision of the CA, the installing Subs perform the hardware and/or software manipulations required for the testing. Construction Manager or maintenance staff may also be present in order to assist in system observations. The CA witnesses and records the results of functional performance testing.
D. The test procedure forms developed by the CA shall include the following information:
1. System and equipment or component name(s).
2. Equipment location and ID number.
3. Date.
4. Project name.
5. Participating parties.
6. Instructions for setting up the test, including special cautions, alarm limits, etc.
7. Specific step-by-step procedures to execute the test.
8. Acceptance criteria of proper performance with a Yes / No check box.
9. A section for comments.

E. Execution of Functional Performance Tests
1. Test Methods. Functional performance testing and verification may be achieved by direct manipulation of system inputs (i.e. heating or cooling sensors), manipulation of system inputs with the building automation system (i.e. software override of sensor inputs), trend logs of system inputs and outputs using the building automation system, or short-term monitoring of system inputs and outputs using stand alone data loggers. A combination of methods may be required to completely test the complete sequence of operations. The CA determines which method, or combination, is most appropriate.
2. Setup. Each test procedure is performed under conditions that simulate normal operating conditions as closely as possible. The Sub executing the test provides all necessary system modifications to produce the specified conditions (flows, pressures, temperatures, etc) necessary to execute the test. At completion of the test, the Sub returns all affected building equipment and systems to their pre-test conditions.
3. Sampling. Multiple identical pieces of non-life-safety or non-critical equipment may be functionally tested using a sampling strategy. The sampling strategy is developed by the CA and approved by PMT. If, after three attempts at testing the specified sample percentage, failures are still present, then all remaining units are tested at the contractors’ expense.

F. Coordination and Scheduling. The Subs provide sufficient notice to the CA regarding their completion schedule for the pre-functional checklists and startup of all equipment and systems. The CA schedules functional tests through the PMT, the Contractor and the affected Subs. The following sequential priorities are followed:
1. Equipment is not “temporarily” started (for heating or cooling), until pre-start checklist items and all manufacturers’ pre-start procedures are completed and moisture, dust and other environmental and building integrity issues have been addressed.
2. Functional performance testing does not begin until pre-functional, start-up, controls verification of installation (all sequences and points), and TAB are completed for a given system.
3. The controls system and equipment it controls are not functionally tested until all points have been calibrated and pre-functional checklists are completed.

G. Problem Solving. The CA may recommend solutions to deficiencies identified during functional testing. However, the burden of responsibility to solve, correct and retest deficiencies is with the Contractor, the Subs and Design Team.
3.5 REPORTING

A. The CA will regularly communicate with all members of the commissioning team, apprising them of commissioning progress and scheduling changes through memos, progress reports, etc.

B. The CA compiles a final Commissioning Report which summarizes all of the tasks, findings, and documentation of the commissioning process. The report addresses the actual functional performance of the commissioned building systems in reference to the design intent and contract documents. The report includes completed pre-functional inspection checklists, functional performance testing records, identified deficiencies, recommendations, and a summary of commissioning activities.

3.6 DOCUMENTATION, NON-CONFORMANCE AND APPROVAL OF TESTS

A. Documentation. The CA witnesses and documents the results of all functional performance tests using forms developed for that purpose. Prior to testing, these forms are provided to the PMT for review and approval.

B. Non-Conformance.
1. The CA records the results of the functional test on the test form or NCR. All deficiencies identified during the verification testing are documented on a standard form and reported to the project manager, contractors, and sub-contractors. The deficiency report includes all details of the components or systems found to be non-compliant with the parameters of the test plans. The report details the necessary adjustments or alterations to ensure proper system operation, and identifies the responsible party.

2. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CA. In such cases the deficiency and resolution will be documented on the test form.

3. Every effort will be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures.

4. For identified deficiencies:
   a. If there is no dispute on the deficiency and the responsibility to correct it:
      1) The CA documents the deficiency and the adjustments or alterations required to resolve it. The Sub rectifies the deficiency and notifies the CA that the equipment is ready to be retested.
      2) The CA schedules the re-test and the test is repeated.
   b. If there is a dispute about a deficiency or who is responsible:
      1) The deficiency is documented on the non-compliance form and a copy given to the PMT and the Contractor.
      2) Resolutions are made at the lowest management level possible. Additional parties are brought into the discussions as needed. Final interpretive authority is with the Design Team. Final acceptance authority is with the Engineer.
      3) The CA documents the resolution process.
      4) Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency and notifies the CA that the equipment is ready to be retested. The CA schedules the re-test and the test is repeated until satisfactory performance is achieved.
C. Cost of Retesting
   1. The cost for the Sub to retest a pre-functional or functional test, if they are responsible for the deficiency, shall be theirs. If they are not responsible based on resolution of NCR, any cost recovery for retesting costs shall be negotiated with the Contractor and PMT.
   2. The time for the CA and PMT to direct any retesting because a specific pre-functional checklist or start-up test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be charged to the Contractor.

D. Approval. The CA makes formal approval of the functional performance test after review. The CA recommends acceptance of each test to the PMT. The PMT gives final approval on each test.

3.7 TRAINING

A. Training is one of the essential components of an excellent operation and maintenance program for building systems. Unless building managers and operators have the right knowledge and skills, it will be impossible for the building to perform optimally over time.

B. To ensure that rigorous training occurs, training requirements must be clearly detailed in the specifications. Important points to include are:
   1. Contractors’ requirements regarding developing training materials and conducting training sessions;
   2. Training topics and length;
   3. Who should attend;
   4. When and how the training will be conducted (onsite, factory, classroom, before or after construction);
   5. How the training will be documented (written documentation, video).

C. The CA will assist the owner to review the operating personnel training plan prepared the Contractor. Training will likely occur over several days and may include classroom work and hands-on site demonstrations. Training should also include site orientation. The first training session shall provide an overview of the project that gives building managers and operators a thorough understanding of why the facility was constructed and how it is intended to operate, as well as its limitations.

D. Common training topics are listed below:
   1. General description and operation of the system
   2. Use of O&M manuals
   3. Review of control drawings and schematics
   4. Control setup and programming for various modes of operation and alarms
   5. System response to different operating conditions
   6. Troubleshooting and repair
   7. Health and safety issues
   8. Occupant interact issues
3.8 DEFERRED TESTING

A. Unforeseen Deferred Tests. If any test cannot be completed due to the building structure, required occupancy condition, or other deficiency, the functional testing may be delayed upon approval of the PMT. These tests are conducted in the same manner as the seasonal tests as soon as possible.

- END OF SECTION -
1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Sustainable Design Requirements (LEED) applies to the Site and New Building only.

1. Contractor to segregate out all work in existing building 1800 from the base project from a LEED standpoint including tracking costs/materials/waste diversion, etc.

B. Section specifies the following:

1. U.S. Green Building Council’s (USGBC) LEED Credits that the Project will pursue in order to obtain the specified LEED rating for the Project. Silver certification under LEED-New Construction Version LEED 3

2. Contractor’s general requirements and procedures for compliance with U.S. Green Building Council’s LEED prerequisites and credits needed for the Project to obtain a LEED rating, and those related requirements in USGBC LEED Reference Guide for New Construction Version LEED 3

C. Related requirements specified elsewhere include:

1. Section 01 5713, Erosion Control.

2. Requirements for a construction and before occupancy indoor air quality management plans - Section 01 5719, Temporary Environmental Controls.

3. Maximum allowable VOCs for adhesives and sealants – Section 01 6000, Product Requirements.

4. Diversion of construction waste from landfill - Section 01 7419, Construction Waste Management and Disposal.

5. Section 01 9113 Commissioning.

6. Refer to Divisions 03 through 33 Sections for LEED requirements specific to the Work of each of those Sections. These requirements may or may not include references to LEED.

7. Additional LEED prerequisites and credits needed to obtain the indicated LEED certification are indicated by the Drawings or are dependent upon other aspects of the Project that are not part of the Work of the Contract.

MISCELLANEOUS DOCUMENTS
# Statement of Structural Tests and Special Inspections

**Subject:** Las Positas College  
**Location:** Chabot-Las Positas Community College District

**IMPORTANT:** This form is only a summary list of the tests and special inspections required on the project. The actual tests and inspections must be performed as detailed on the approved plans and specifications. The project inspector is responsible for providing inspection of all facets of construction, including, but not limited to, special inspections noted on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, and change of non-structural components, etc., per Title 24, Part 2, Chapter 1/A.

**INSTRUCTIONS:** Click a plus sign (+) before any category or subcategory to reveal additional tests and special inspections. An "X" before a listed test or inspection indicates it is a mandatory requirement. A shaded box indicates a test or special inspection that may be required, depending on the scope of the construction and other issues. A shaded box can be clicked indicating your selection of that test. Note: A minus (-) on a category or subcategory heading indicates that it can be collapsed. However, any selections you may have made will be cleared. Click on the "Compile" button to show only the tests finally selected. For more information on use of this form, see DSA-103/INS B.

---

## SOILS

1. **General:**
   - Verify that:
     - Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations.
     - Foundation excavations are extended to proper depth and have reached proper material, and materials below footings are adequate to achieve the design bearing capacity.
   - Tests:
     - Periodic
     - **GE**
     - By geotechnical engineer or qualified representative.

2. **Compacted Fill:**
   - Perform qualification testing or controlled fill materials.
   - Tests:
     - Lab**
     - Under the supervision of a geotechnical engineer.

3. **Fill Foundations:**
   - Continuous
   - **GE**
   - By geotechnical engineer or qualified representative.

4. **Pier Foundations:**
   - Continuous
   - **GE**

---

## RETAINING WALLS

1. **Placement of soil reinforcement, drainage devices, and backfill:**
   - Continuous
   - **GE**
   - Placement, compaction and inspection of backfill per Section 1704A.7.1 for fill supporting foundations (see Section 2 above).

2. **Segmental retaining walls, insular placement of units, dowels, armatures, etc.:**
   - Continuous
   - **Special**
   - See DSA IR 16-3.

3. **Concrete retaining walls:**
   - Periodic
   - Provide tests and inspections per CONCRETE section below.

4. **Masonry retaining walls:**
   - Periodic
   - Provide tests and inspections per MASONRY section below.

---

## CONCRETE

1. **Material Verification and Testing:**
   - List of tests to be performed by batch-plant, special inspector, and project inspector.

---

2. **Cast In Place Concrete:**
   - Periodic

---

**Note:** All references to the California Building Code (CBC) are to the 2007 edition.
## Statement of Structural Tests and Special Inspections

<table>
<thead>
<tr>
<th>X</th>
<th>Perform slump test, determine the temperature of the concrete, and (where required) perform an slump test.</th>
<th>Test</th>
<th>Lab</th>
<th>ASTM C172-01, ASTM C11-90.</th>
</tr>
</thead>
<tbody>
<tr>
<td>e</td>
<td>Inspect batching of concrete.</td>
<td>Continuous</td>
<td>Special</td>
<td>1704A.4 (see 1704A.4 for welded).</td>
</tr>
<tr>
<td>f</td>
<td>Inspect location and fixturing, reinforcing steel, embedded items and concrete, exposed curing and form removal.</td>
<td>Continuous</td>
<td>Project*</td>
<td>May be performed by a special inspector when specifically approved by DSA.</td>
</tr>
<tr>
<td>g</td>
<td>Inspect location of reinforcing steel.</td>
<td>Continuous</td>
<td>Special</td>
<td>Project*</td>
</tr>
<tr>
<td>h</td>
<td>Verify in situ concrete strength prior to removal of shores and forms from beams and structural steel.</td>
<td>N/A</td>
<td>Project*</td>
<td>Project inspector to verify concrete strength test reports prior to removal of shores or formwork.</td>
</tr>
<tr>
<td>+</td>
<td>Prestressed Concrete (in addition to Cast in Place Concrete tests and inspections):</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>+</td>
<td>Precast Concrete (in addition to Cast in Place Concrete tests and inspections):</td>
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</tr>
<tr>
<td>11</td>
<td>Post-Installed Anchors:</td>
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<tr>
<td>X</td>
<td>Inspect installation of post-installed anchors.</td>
<td>Continuous</td>
<td>Project</td>
<td>1704A.10</td>
</tr>
<tr>
<td>+</td>
<td>Other Connectors:</td>
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</tr>
<tr>
<td>+</td>
<td>Masonry (based on 2018 BC, Table 1704A.5.3)</td>
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</tr>
<tr>
<td>-</td>
<td>Steel (based on 2018 BC, Table 1704A.3)</td>
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<tr>
<td>17</td>
<td>Structural Steel Material Verification:</td>
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<tr>
<td>X</td>
<td>Verify that all materials are appropriately marked and that:</td>
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<td></td>
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</tr>
<tr>
<td>a</td>
<td>Manufactured materials meet material properties that comply with requirements.</td>
<td>Periodic</td>
<td>Project</td>
<td>By project inspector, unless performed by vendor; by project inspector for steel shipped directly to project site without welding or fabrication.</td>
</tr>
<tr>
<td>b</td>
<td>Test unidentified materials.</td>
<td>Test</td>
<td>Lab</td>
<td>ASTM A370-00.</td>
</tr>
<tr>
<td>c</td>
<td>Examine all welds of structural tubes and pipes.</td>
<td>Periodic</td>
<td>Special</td>
<td>See DSA IR 17-3.</td>
</tr>
<tr>
<td>X</td>
<td>Inspect:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Verify member locations, bracing and all details constructed in the field.</td>
<td>Continuous</td>
<td>Project</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Verify all member locations, connector fabrication and all construction details built in the shop.</td>
<td>Continuous</td>
<td>Special</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>High-Strength Bolts: Material Verification of High-Strength Bolts, Nuts, and Washers:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Verify identification, markings and manufacturer's certificates of compliance conform to AS1K standards specified in the DSA approved documents.</td>
<td>Periodic</td>
<td>Special</td>
<td>22.11.51</td>
</tr>
<tr>
<td>X</td>
<td>Test high-strength bolts, nuts and washers.</td>
<td>Test</td>
<td>Lab</td>
<td>ASTM F666-02, A370-07</td>
</tr>
<tr>
<td>X</td>
<td>Inspect high-strength bolt installation.</td>
<td>Periodic</td>
<td>Special*</td>
<td>May be performed by the project inspector when approved by DSA.</td>
</tr>
<tr>
<td>X</td>
<td>Slip-critical connections.</td>
<td>Special</td>
<td>Special*</td>
<td>Continuous or Periodic depends on the tightening method used, see 1704A.3.3.</td>
</tr>
<tr>
<td>X</td>
<td>Welding.</td>
<td></td>
<td></td>
<td>DSA IR 17-3. AWS D1.1-06.</td>
</tr>
</tbody>
</table>

*Note: Project inspector is required to verify the accuracy of test reports and the compliance with the project specifications.
## Statement of Structural Tests and Special Inspections

<table>
<thead>
<tr>
<th>Test</th>
<th>Periodicity</th>
<th>Special</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Verify weld filler material identification markings per AWS</td>
<td>Periodic</td>
<td>Special</td>
<td>See DSA TH 17-3</td>
</tr>
<tr>
<td>b. Verify welder's manipulated manufacturer's certificate of compliance.</td>
<td>Periodic</td>
<td>Special</td>
<td>Per AWS 360 and AISC 361 as applicable.</td>
</tr>
<tr>
<td>c. Verify WPS, welder qualifications and equipment.</td>
<td>Periodic</td>
<td>Special</td>
<td>Per AWS 360 and AISC 361 as applicable.</td>
</tr>
<tr>
<td>19.1 Shop Welding:</td>
<td></td>
<td></td>
<td>Per AISC 360 and AISC 341 as applicable.</td>
</tr>
<tr>
<td>a. Inspect groove, fillet, and welds &gt; 1/4&quot;</td>
<td>Continuous</td>
<td>Special</td>
<td>Table 1704A.3 item 5b. AWS D1.4-05</td>
</tr>
<tr>
<td>b. Inspect single pass fillet welds &gt; 1/16&quot;</td>
<td>Periodic</td>
<td>Special</td>
<td>Per AISC 360 and AISC 341 as applicable.</td>
</tr>
<tr>
<td>c. Inspect single pass fillet welds &gt; 1/8&quot;</td>
<td>Periodic</td>
<td>Special</td>
<td>Per AISC 360 and AISC 341 as applicable.</td>
</tr>
<tr>
<td>d. Inspect welds to design requirements.</td>
<td>Periodic</td>
<td>Special</td>
<td>Per AISC 360 and AISC 341 as applicable.</td>
</tr>
<tr>
<td>e. Inspection of welding process and equipment.</td>
<td>Periodic</td>
<td>Special</td>
<td>Per AISC 360 and AISC 341 as applicable.</td>
</tr>
<tr>
<td>19.2 Field Welding:</td>
<td></td>
<td></td>
<td>Per AISC 360 and AISC 341 as applicable.</td>
</tr>
<tr>
<td>a. Inspect groove, fillet, and welds &gt; 1/8&quot;</td>
<td>Continuous</td>
<td>Special</td>
<td>Table 1704A.3 item 5b. AWS D1.4-05</td>
</tr>
<tr>
<td>b. Inspect single pass fillet welds &gt; 1/8&quot;</td>
<td>Periodic</td>
<td>Special</td>
<td>Per AISC 360 and AISC 341 as applicable.</td>
</tr>
<tr>
<td>c. Inspect single pass fillet welds &gt; 1/4&quot;</td>
<td>Periodic</td>
<td>Special</td>
<td>Per AISC 360 and AISC 341 as applicable.</td>
</tr>
<tr>
<td>d. Inspect welds to design requirements.</td>
<td>Periodic</td>
<td>Special</td>
<td>Per AISC 360 and AISC 341 as applicable.</td>
</tr>
<tr>
<td>e. Inspection of welding process and equipment.</td>
<td>Periodic</td>
<td>Special</td>
<td>Per AISC 360 and AISC 341 as applicable.</td>
</tr>
<tr>
<td>f. Inspect welds to design requirements.</td>
<td>Periodic</td>
<td>Special</td>
<td>Per AISC 360 and AISC 341 as applicable.</td>
</tr>
<tr>
<td>19.3 Non-destructive Testing:</td>
<td></td>
<td></td>
<td>Per AISC 360 and AISC 341 as applicable.</td>
</tr>
<tr>
<td>20. Steel Joints and Trusses:</td>
<td></td>
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</tr>
<tr>
<td>21. Spray Applied Fire-Proofing:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Examine structural steel surface conditions, inspect application, test samples, measure thickness, and verify compliance of all aspects of application with DSA approved documents.</td>
<td>Continuous</td>
<td>Special</td>
<td>ASTM E050-05.</td>
</tr>
<tr>
<td>b. Test joint strength.</td>
<td>Tout</td>
<td>Lab</td>
<td>ASTM E743, ASTM E726-06.</td>
</tr>
<tr>
<td>c. Test density.</td>
<td>Test</td>
<td>Lab</td>
<td>ASTM E606-05.</td>
</tr>
<tr>
<td>22. Shop Fabrication:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Verify all aspects of shop fabrication including member locations, dimensional layout of all parts and pieces, and welding, bolting, etc.</td>
<td>Periodic</td>
<td>Special</td>
<td>2012EC, Section 1704A.2.1</td>
</tr>
<tr>
<td>b. Verify all aspects of shop fabrication including member locations, dimensional layout of all parts and pieces, and welding, bolting, etc.</td>
<td>Periodic</td>
<td>Special</td>
<td>2012EC, Section 1704A.2.1</td>
</tr>
</tbody>
</table>

- **WOOD**
- **OTHER**
## Statement of Structural Tests and Special Inspections

### Summary of Verified Reports Required:

Note: Project inspector, contractor, architect, and engineer verified reports are always required (Form DSA-3 or DSA 8/8 as applicable).

### KEY to Columns

**Type:**
- Continuous – Indicates that a continuous special inspection is required.
- Periodic – Indicates that a periodic special inspection is required.
- Test – Indicates that a test is required.

**Performed By:**
- GE – Indicates that the special inspection is to be performed by a registered geotechnical engineer or his or her authorized representative.
- Lab – Indicates that the test is to be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program.
- Project – Indicates that the special inspection is to be performed by the project inspector.
- Special – Indicates that the special inspection is to be performed by a special inspector.

(Note: The difference between "test" and "special inspections" is addressed in IR 17/18.)

### Identification Stamp

**SE 4377**

**DIV OF THE STATE ARCHITECT**

**APP. #**

**AC N/A FLS NIA SS WD**

**DATE 10/21/2016**
DOCUMENTS REQUIRED FOR PROJECT CERTIFICATION - ORS-8

Project Name: Student Services & Administration Bldg., Las Positas College
File No.: L-1C2 Application No.: 11019 Name of A/E: Swinburne Architects

Project Information

<table>
<thead>
<tr>
<th>Req'd</th>
<th>Received</th>
<th>Not Received</th>
<th>Item</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>X</td>
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<td></td>
<td>Form DSA-6 (Project/Site)</td>
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<td>Form DSA-6 (In-plant)</td>
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<td>For Project/Site Inspector(s)</td>
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<td>Contract Information</td>
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Final Verified Report (Form DSA-6/A/E)

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<td></td>
<td>Architec</td>
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<td></td>
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<td></td>
<td>Structural Engineer</td>
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<td>X</td>
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<td></td>
<td>Mechanical Engineer</td>
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<td>Electrical Engineer</td>
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Final Verified Report (Form DSA-6)

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<td>Project/Site Inspector(s)</td>
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<tr>
<td>X</td>
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<td>Contractor</td>
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<td>In-Plant Inspector</td>
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<td>For Reuseable Building Only</td>
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<td>Special Inspector(s)</td>
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Other Final Verified Reports/Advances

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<th>Req'd</th>
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<th>Item</th>
<th>Comments</th>
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<tbody>
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<td>Laboratory (Form DSA-291)</td>
<td>Signed by LEA Lab Professional Engineer</td>
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<tr>
<td>X</td>
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<td></td>
<td>Shop Welding &amp; Fabrication (Form DSA-292)</td>
<td>Signed by AWS/CWI Welding Inspector</td>
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<tr>
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<td>Field Welding (Form DSA-292)</td>
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<td>High Strength Bolt Installation (Form DSA-292)</td>
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<td>Glue Film Fabrication (Form DSA-292)</td>
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<td>Manufactured Trusses</td>
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<td>Masonry Installation (Form DSA-292)</td>
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<td>Breather Fabrication</td>
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Other Documents

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<td>Final Verified Reports/Advances</td>
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<td>Notice of Completion</td>
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<td>Form DSA-102</td>
<td>For all fees and/or reimbursable charges paid to the Construction Managers</td>
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<td>Electrical Grounding Test Report</td>
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<td>Checklist for Site Inspector of Reuseable Slips</td>
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<td>Record Set of Drawings and Specifications approved by DSA during plan check out, were not copied to DSA</td>
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Signature of A/E: [Signature]
Date: [Date]

For 90 Day Letter
Preparation By: [Signature]
Date: [Date]
SUSTAINABLE DESIGN REQUIREMENTS (LEED)
DSA APPLICATION #01-111019

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Sustainable Design Requirements (LEED) applies to the Site and New Building only.
B. Section specifies the following
1. U.S. Green Building Council's (USGBC) LEED Credits that the Project will pursue in order to obtain the specified LEED rating for the Project. Silver certification under LEED-New Construction Version LEED 3
2. Contractor’s general requirements and procedures for compliance with USGBC LEED prerequisites and credits needed for the Project to obtain a LEED rating, and those related requirements in USGBC LEED Reference Guide for New Construction Version LEED 3
C. Related requirements specified elsewhere include:
1. Section 01 5713, Erosion Control.
2. Requirements for a construction and before occupancy indoor air quality management plans - Section 01 5719, Temporary Environmental Controls.
3. Maximum allowable VOCs for adhesives and sealants – Section 01 6000, Product Requirements.
4. Diversion of construction waste from landfill - Section 01 7419, Construction Waste Management and Disposal
5. Section 01 9113 Commissioning.
6. Refer to Divisions 03 through 33 Sections for LEED requirements specific to the Work of each of those Sections. These requirements may or may not include references to LEED.
7. Additional LEED prerequisites and credits needed to obtain the indicated LEED certification are indicated by the Drawings or are dependent upon other aspects of the Project that are not part of the Work of the Contract.

- END OF SECTION -