

# **PROJECT MANUAL**

**FOR**

**MOT BUILDING ERECTION AND SITE WORK**

**PITTSBURG, CA**

**BID NO. 13-007B**

**FOR THE**

**PITTSBURG UNIFIED SCHOOL DISTRICT**

**2000 RAILROAD AVENUE**

**PITTSBURG, CA 94565**

**CONTRA COSTA COUNTY, CALIFORNIA**

**SEPTEMBER 2013**

**SET #:**

DOCUMENT 00010

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END OF DOCUMENT 00010

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END OF DOCUMENT 00030.

GEOTECHNICAL DATA

**1. Summary**

This document describes geotechnical data at or near the Project that is in the District's possession available for Contractor's review, and use of data resulting from various investigations. This document is **not** part of the Contract Documents. **See General Conditions for definition(s) of terms used herein.**

**2. Geotechnical Reports**

- a. Geotechnical reports have been prepared for and around the Site by soil investigation engineers hired by Pittsburg Unified School District ("District"), and its consultants, contractors, and tenants.
- b. Geotechnical reports may be inspected at the District offices, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports are **not** part of the Contract Documents.
- c. The reports and drawings of physical conditions that relate to the Project are the following:

Geotechnical Investigation prepared by Geosphere Consultants, Inc., titled "Geotechnical Engineering Study, Proposed Bus Maintenance Depot, 1151 Stoneman Ave, Pittsburg, California" dated May 16, 2013. Geosphere Project No. 91-03048-A  
and  
Addendum #1 (dated June 12, 2013) – Alternative Pavement design – Lime treatment

**3. Use of Data**

- a. Geotechnical data were obtained only for use of District and its consultants, contractors, and tenants for planning and design and are **not** a part of Contract Documents.
- b. Except as expressly set forth below, District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting a Bid it is not relying on any geotechnical data supplied by District, except as specifically allowed below.
- c. Under no circumstances shall District be deemed to make a warranty or representation of existing above ground conditions, as-built conditions, or other actual conditions verifiable by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation that Contractor should perform as a condition to bidding and Contractor must not and shall not rely on information supplied by District.

**4. Limited Reliance Permitted on Certain Information**

- a. Reference is made herein for identification of:

Reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by District in preparation of the Contract Documents.

Drawings of physical conditions in or relating to existing subsurface structures (except underground facilities) that are at or contiguous to the Site and have been utilized by District in preparation of the Contract Documents.

- b. Bidder may rely upon the general accuracy of the "technical data" contained in the reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required pursuant to Instructions to Bidders, and discrepancies are not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:
  - (1) The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures, which were encountered during subsurface exploration. The term "technical data" does not include and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
  - (2) The term "technical data" shall not include the location of underground facilities.
  - (3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
  - (4) Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

## **5. Investigations/Site Examinations**

- a. Before submitting a Bid, each Bidder should be responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work.

END OF DOCUMENT 00040

**EXISTING CONDITIONS**

**1. Summary**

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

**2. Reports and Information on Existing Conditions**

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by Pittsburg Unified School District ("District"), its consultants, contractors, and tenants. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at District offices, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- d. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:

Geotechnical Investigation prepared by Geosphere Consultants, Inc., titled "Geotechnical Engineering Study, Proposed Bus Maintenance Depot, 1151 Stoneman Ave, Pittsburg, California" dated May 16, 2013. Geosphere Project No. 91-03048-A  
and  
Addendum #1 (dated June 12, 2013) – Alternative Pavement design – Lime treatment

**3. Use of Information**

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.
- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.
- c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Contractor by the

performance of its own independent investigation, which Contractor must perform as a condition to bidding, and Contractor should not and shall not rely on this information or any other information supplied by District regarding existing conditions.

- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

#### **4. Investigations/Site Examinations**

- a. Before submitting a Bid, each Bidder should be responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims or damages, or both, arising from such work.

END OF DOCUMENT 00050



**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board (“Board”) of the Pittsburg Unified School District (“District” or “Owner”) will receive sealed bids for the following project (“Project” or “Contract”): **MOT BUILDING ERECTION AND SITE WORK**
2. Sealed Bids must be received on or before **Tuesday December 2, 2013 at 10:00 a.m.**, at the Pittsburg Unified School District, 2000 Railroad Avenue, Suite A, Pittsburg, California, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.
3. The Project consists of construction of the MOT BUILDING ERECTION AND SITE WORK
  - SITE CLEARING, PAVING REMOVAL AND SITE DEMOLITION OF BUILDING SLAB AND FOUNDATIONS.
  - CONSTRUCTION OF BUILDING SLAB AND FOUNDATION
  - ERECTION/ASSEMBLY OF PRE-ENGINEERED METAL BUILDING (BUILDING MATERIAL, COMPONENTS AND ACCESSORIES TO BE FURNISHED AND DELIVERED TO SITE BY OTHERS) AND RELATED UTILITIES.
  - CONSTRUCTION OF BUILDING SYSTEMS SUCH AS MEZZANINE INTERIOR PARTITION WALLS, ELECTRICAL, MECHANICAL, PLUMBING AND FIRE PROTECTION SYSTEMS.
  - SITE DEVELOPMENT INCLUDING GRADING, PAVING, NEW CURB CUTS AND UNDERGROUND UTILITIES.
  - NEW BACK FLOW PREVENTER AND FDCs FOR EXISTING MAINTENANCE BUILDING AND NEW MOT BUILDING.
  - NEW FIRE SPRINKLER AT MOT BUILDING.
  - DOCUMENTATION FOR DEFERRED APPROVALS.
  - SUPPLY & CONSTRUCTION OF NEW DRIVE-IN FREEZER AND COOLER WITH RACKING FOR SUPPORT. CONSTRUCTION OF ALL RELATED MECHANICAL AND PLUMBING WORK.
4. The project duration shall be One Hundred and Twenty (120) calendar days.
5. All bids shall be on the forms provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
6. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: **B**

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.
7. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Pittsburg Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of

the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

8. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
9. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
10. The District has elected to implement an Owner Controlled Insurance Program (OCIP) provided by the Statewide Educational Wrap Up Insurance Program Joint Powers Authority (SEWUP) on this Project. This program will provide Worker's Compensation, General Liability, Contractor's Pollution Liability and Builders Risk insurance coverage for all Contractors and Subcontractors on the Project. All bidders must meet certain minimum standards as more fully described in Article 13 of the General Conditions, entitled Insurance Qualification, to participate on this Project and in this OCIP. Failure to meet the minimum standards set forth in these instructions may result in the bidder being deemed non-responsible.
11. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>. This Project is funded in whole or in part with State bond funds and, therefore, the District and/or its designee will operate a labor compliance program on this Project pursuant to Labor Code section 1771.7.
12. **A mandatory pre-bid conference and site visit will be held at 10:00a.m., December 18,** at 3200 Loveridge Road., in Pittsburg, California 94565. General Contractors are required to attend the site visit. All participants are required to sign in at the site. Failure to attend or tardiness at any mandatory pre-bid conference will render the bidder ineligible.
13. Contract Documents are available for review at the AEDIS Architect FTP site **(408) 300-5160**.
14. The District's Board has found and determined that the following item(s) shall be used on this Project based on the purpose(s) indicated. (Public Contract Code section 3400(b)): A particular material, product, thing, or service is designated by specific brand or trade name for the following purpose(s):
15. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
16. The District shall award the contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount only.

17. The District and / or its designee will operate a Project Stabilization Agreement on this project.
18. The contractor shall comply with DVBE certification of compliance requirements.
19. The District will issue a request for qualifications for lease / leaseback services related to the Project and will receive responses from interested contractors; interviews will be conducted by the District and architect at a time to be determined after the bid opening. The District will receive a sealed Guaranteed Maximum Price from each interested lease / leaseback contractor. Pursuant to Education Code section 17406, the selection of the lease / leaseback contractor does not have to be done based on price alone, but can also include considerations such as experience and qualifications of the lease / leaseback team proposed. Based on an evaluation of the responses to the request for qualifications and the interviews conducted, the architect and administration will recommend that the Board approve the selection of a General Contractor to complete the Project using the lease / leaseback construction delivery method.

END OF DOCUMENT 00100.

**INSTRUCTIONS TO BIDDERS**

Contractors shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Pittsburg Unified School District (“District” or “Owner”) will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, the bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project (“Project” or “Contract”):

**MOT BUILDING ERECTION AND SITE WORK**

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and Proposal and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
  - a. Bid Bond on the District's form or other security
  - b. Designated Subcontractors List
  - c. Site-Visit Certification
  - d. Noncollusion Affidavit
  - e. Information Required of Bidders

Within 24 hours after the bids are received, the bidder must supply the subcontractor list with all applicable license numbers.

5. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the contract documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds and insurance certificates. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
6. The District has elected to implement an Owner Controlled Insurance Program (OCIP) provided by the Statewide Educational Wrap Up Insurance Program Joint Powers Authority (SEWUP) on this Project. This program will provide Workers' Compensation, General Liability, Contractor's Pollution Liability and Builders Risk insurance coverage for all Contractors and Subcontractors on the Project. All bidders must meet certain minimum standards as more fully described below, and in Article 13 of the General Conditions, entitled Insurance Qualification, to participate on this Project and in this OCIP. Failure to meet the minimum standards set forth in these instructions may result in the bidder being deemed non-responsive. Bidder's Base Bid (including subcontractor's cost) submitted should EXCLUDE any and all insurance costs

for the coverages provided under the Owner Controlled Insurance. Bid Award is determined by Contractor's Bid (net of insurance costs for coverages provided under the OCIP); however, you still must meet minimum standards *in order to bid* on the Owners' Project. The following qualification standard applies to *ALL Bidding Contractors*:

A. Contractor Qualification

1. Have a Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less
2. Zero (0) Serious and Willful violations (Labor Code Section 6300) awarded against them in the past two (2) years
3. Provide evidence of an Injury and Illness Prevention Program (IIPP)

B. Contractor Insurance Cost Identification

- (a) Contractor's bid shall exclude any and all costs for insurance coverages provided under the OCIP. The Bidder declares under penalty of perjury under California law, that the bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.

7. Insurance costs of the Contractor/Subcontractors to obtain insurance coverage similar to those provided by the OCIP shall be itemized on the *Contract Enrollment Form* as specified in Article 13 of the General Conditions, Enrollment Compliance.
8. In the event that a bidder is awarded the Contract and such bidder fails to enter into said contract or provide the necessary documents within **SEVEN (7)** calendar days after notification of the award of the Contract to bidder, the security provided pursuant to paragraph 5 above shall be forfeited.
9. Bidders must submit with Bid Form and Proposal the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
10. If a mandatory pre-bid conference and site visit ("Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid Form and Proposal. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any shall constitute the sole and exclusive record and statement of the results of the Site Visit.
11. Bidders shall submit the Noncollusion Affidavit with their Bid Form and Proposal. Bids submitted without the Noncollusion Affidavit shall be deemed non-responsive and will not be considered.
12. Bids shall be clearly written without erasures, interlineations, corrections or deletions unless such erasures, interlineations, corrections or deletions create no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District reserves the right to reject any Bid containing erasures or deletions as being nonresponsive.

13. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals not called for by the Invitation to Bid and/or Instructions to Bidders, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District rejecting the bid as not being responsive. **No oral, telephonic or electronic modification of any bid submitted will be considered.**
14. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
15. If the Project is funded at least in part with State bond funds, the District and/or its designee will operate a labor compliance program on this Project pursuant to Labor Code section 1771.7.
16. The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
17. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises (“DVBE”) of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding. For any project that is at least partially state-funded, the low Bidder must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached. Bidders should not submit these forms with their Bids.
18. The Bidder declares and agrees that by submission of the bid, Bidder has carefully examined and understands the location of the proposed work, examined and understands the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, and read and understands the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and perform all activities required to complete the Work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation and warranty to District that Bidder has fully completed the following:
  - a. Bidder has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
  - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations,

investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder has, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal, and the Agreement that it performed prior to bidding. Bidder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely, on the accuracy of limited types of information contained therein and only as follows, and may not otherwise rely on such information:
  - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
  - (2) As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Contractor drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
  - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
  - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
19. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
  20. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the District's principal office. Prevailing wage rates are also available from the District or on the internet at (<http://www.dir.ca.gov>)
  21. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **SEVEN (7) business** days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
  22. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
  23. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
  24. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
    - a. District must receive any request for substitution a minimum of **TEN (10) calendar** days prior to bid opening.
    - b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project. Insufficient information shall be grounds for rejection of substitution.
    - c. Approved substitutions shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
    - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.



25. All Bids must be sealed, and marked consistent with the provisions of paragraph 8 above. Bids will be received as indicated in the Notice to Bidders.
- a. Mark envelopes with the name of the Project.
  - b. Bids must be submitted on or before the date and time shown in the Notice to Bidders.
  - c. Bids must contain all documents as required herein.
26. Bids will be opened on or after the time indicated for receipt of bids in the Notice to Bidders and pursuant to the provisions of paragraph 8 above.
27. District may issue a written Notice to Proceed within **NINETY (90) days** from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 3-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.
  - b. If the Contractor believes that a postponement of the issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within **TEN (10) calendar** days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had actually performed at the time of notification of postponement. Should Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
28. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7<sup>TH</sup>)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
  - b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
  - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - d. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - e. Insurance Certificates and Endorsements as required.
  - f. Workers' Compensation Certification.
  - g. Prevailing Wage and Related Labor Requirements Certification.
  - h. Disabled Veterans' Business Enterprise Participation Certification.
  - i. Drug-Free Workplace Certification.
  - j. Hazardous Materials Certification.
  - k. Lead-Based Paint Certification.

- l. Imported Materials Certification.
  - m. Criminal Background Investigation/Fingerprinting Certification.
  - n. Contractor's Safety Plan specifically adapted for the Project.
  - o. Execute the PSA Letter of Assent. Provide executed PSA Letter of Assent from each subcontractor, of whatever tier.
29. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **FIFTH (5<sup>TH</sup>)** business day following bid opening.
  - a. At the time it is submitted any protest must contain a complete statement of any and all bases for the protest.
  - b. At the time it is submitted any protest must include any and all relevant supporting documentation and refer to the specific portions of all documents that form the bases for the protest.
  - c. At the time it is submitted any protest must include the name, address and telephone number of the person representing the protesting party.
  - d. At the time it is submitted, the party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - e. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
30. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
31. Discrepancies between written words and figures in a bid, or words and numerals, will be resolved in favor of the figures or numerals.
32. District reserves the right to consider the responsibility of the Bidder and in selecting the lowest responsive responsible bidder, consideration will be given not only to the responsiveness and financial standing of the Bidder, but also to the Bidder's responsibility, including the general competency of the Bidder for the performance of the Work covered by the bid. Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, project experience including but not limited to completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a Project of the scope involved in the Notice to Bidders. . District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidder, Bidder's proposed subcontractors, suppliers, Bidder's and any proposed subcontractor's past

performance on other projects, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction. Before making any final determination of non-responsibility, District shall provide Bidder with not less **FIVE (5) business** days notice of the date time and place of a hearing, at which Bidder may appear and present evidence, to determine Bidder's responsibility.

33. Pursuant to Government Code section 4552, in submitting a bid to the District , the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in, and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the bidder.
34. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.

END OF DOCUMENT 00110

DOCUMENT 00140

**BID FORM AND PROPOSAL**

To: Governing Board of Pittsburg Unified School District (“District”)

From: \_\_\_\_\_  
(Proper Name of Bidder)

By submitting this form (“Bid Form and Proposal), the Bidder warrants and guarantees that it has submitted a fully completed and executed Bid Form and Proposal and information.

Bidder declares the Notice to Bidders and the Instructions to Bidders have been read, understood and Bidder agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents and the Drawings and Specifications, and the \$                     contingency allowance                     identified in Section 01020 of Bid No. 13-007B.

**MOT BUILDING ERECTION AND SITE WORK (Bid No. 13-007B)**

(“Project”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars	\$	_____
<b><i>BASE BID</i></b>		

1. The Bidder has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a Contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the terms, conditions and intent of the Contract Documents.
2. The Bidder has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
3. The Bidder agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged and accepted.
5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

6. The Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
7. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
8. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
9. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
11. The Bidder certifies that it, and each proposed subcontract, is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
12. Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth herein, are true and correct and are made under penalty of perjury.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a Contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged and accepted.

5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
6. The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Site-Visit Certification
  - The Noncollusion Affidavit
  - Information Required of Bidders

Receipt and acceptance of the following addenda is hereby acknowledged:

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

7. Bidder acknowledges that the license required for performance of the Work is a “B” license.
8. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
9. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the District’s labor compliance program.
10. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
11. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
13. The undersigned Bidder certifies that it, and each proposed subcontract, is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Type of Organization \_\_\_\_\_

Signed by \_\_\_\_\_

Title of Signer \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Taxpayer's Identification No. of Bidder \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

E-mail \_\_\_\_\_ Web page \_\_\_\_\_

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, affix corporate seal.

Name of Corporation: \_\_\_\_\_

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

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

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

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

END OF DOCUMENT.

*PAGE INTENTIONALLY LEFT BLANK.*



DOCUMENT 00150

BID BOND

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as \_\_\_\_\_ as Principal (“Principal”),

and \_\_\_\_\_ as Surety (“Surety”),

a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business as a surety in the State of California, are held and firmly bound unto the Pittsburg Unified School District (“District”) of Contra Costa County, State of California as Obligee, in the sum of

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

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

now, therefore, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

(Affix Corporate Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT 00150

DESIGNATED SUBCONTRACTORS LIST

**PROJECT: MOT BUILDING ERECTION AND SITE WORK**

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, and that as to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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

Proper Name of Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

END OF DOCUMENT 00160

**DOCUMENT 00170**

**INFORMATION REQUIRED OF BIDDERS**

**A. General Information**

The Bidder shall furnish the following information. Failure to comply with this requirement may render the proposal non-responsive and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used in this document refers to the bidder's firm and any of its officers, directors shareholders, parties or principals.

1. ***Firm name and address:***

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2. ***Telephone:*** \_\_\_\_\_

3. ***Type of firm: (check one)***

Individual: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_

4. ***Contractor's License:***

Classification: \_\_\_\_\_ No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

No payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the OWNER that the Contractor was properly licensed at the time the contract was awarded. Any Contractor not so licensed is subject to penalties under the law.

The Owner is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.

5. ***Have you ever been licensed under a different name or different license number?*** \_\_\_\_\_

If yes, give name and license number.

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6. *Names and Titles of all officers of the firm:*

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7. *Number of years as a contractor in construction work of this type:* \_\_\_\_\_

8. *Person who inspected site of the proposed work for your firm:*

Name and Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

9. *How many years experience in school construction work has your organization had?*

a. As a general contractor?

b. As a subcontractor?

c. Provide the following information on construction contracts you have had with school districts, community colleges or county offices of education during the last three years which were satisfactorily completed (name five contracts):

1. **Year contract awarded.**

2. **Type of work.**

3. **Contract completion time called for/actual completion time.**

4. **Contract prices.**

5. **For whom performed, including person to call for reference and phone number.**

6. **Location of work.**

7. **Number of stop notice claims filed.**

8. **For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff.**

d. Provide the following information on construction contracts of a similar nature as called for in this bid that you have had with parties other than school districts, community colleges or county offices of education during the last three years which were satisfactorily completed (name five contracts):

1. **Year contract awarded.**

2. **Type of work.**

3. **Contract completion time called for/actual completion time.**

4. **Contract prices.**

5. **For whom performed, including person to call for reference and phone number.**

6. **Location of work.**

7. **Number of stop notice claims filed.**

8. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff.

10. *Has your firm or any of its principals defaulted so as to cause a loss to a surety?* \_\_\_\_\_

If yes, give dates, name and address of surety and details.

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11. *Have you been assessed liquidated damages for any project in the past three years?* \_\_\_\_\_

If yes, explain and provide project, owner and date.

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12. *Have you been in litigation on a question relating to your performance on a contract during the past three years?* \_\_\_\_\_ *If yes, explain and provide case name and number.*

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13. *Have you ever failed to complete a project?* \_\_\_\_\_ *If yes, provide owner and details.*

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14. *List the names, addresses and telephone numbers of three Architects or Engineers whose job you have worked on in the past three years.*

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15. *Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the Owner or Architect?* \_\_\_\_\_

If yes, please elaborate.

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**B.** List of References

The following information should contain persons or entities familiar with the Bidder's work:

*b. Name of Agency:* \_\_\_\_\_

*Agency Address and Telephone:* \_\_\_\_\_

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

Type of Construction Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

*Name of Agency:* \_\_\_\_\_

*Agency Address and Telephone:* \_\_\_\_\_

---

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

Type of Construction Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

*Name of Agency:* \_\_\_\_\_

*Agency Address and Telephone:* \_\_\_\_\_

---

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



Type of Construction Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**C. Financial and Credit Data**

1. *If your bid is considered for award, and if requested by the Board of Trustees, will you supply the following data? Yes \_\_\_\_\_ No \_\_\_\_\_*

- a. Names and addresses of any banks where you regularly do business.
- b. Names and addresses of any banks, finance companies, dealers, suppliers or others where you have notes or contracts payable.
- c. Credit references, including at least three trade or industry suppliers with whom you regularly deal.

2. *As in "1", above, would you submit on request, a Balance Sheet for the past three (3) years?*  
Yes \_\_\_\_\_ No \_\_\_\_\_

3. *Where have you engaged in the construction business, or any other type of business, in the last five years? Provide location, name of business and dates of business operation.*

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If any of the business endeavors referred to "3" above are no longer operating, or you are no longer associated with them, please provide brief detail.

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4. *The following surety companies may be contacted as reference as to the financial responsibility and general reliability of the bidder. Provide name of surety company, person to contact and phone number.*

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I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, California.

Name \_\_\_\_\_

Title \_\_\_\_\_

END OF DOCUMENT

**SITE-VISIT CERTIFICATION**

**PROJECT: MOT BUILDING ERECTION AND SITE WORK**

Check whichever option applies:

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

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

Bidder fully indemnifies the Pittsburg Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

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

Proper Name of Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

END OF DOCUMENT 00310.

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DOCUMENT 00510

NOTICE OF AWARD

Dated: \_\_\_\_\_, 20\_\_

To: \_\_\_\_\_  
(Contractor)

To: \_\_\_\_\_  
(Address)

From: Governing Board ("Board") of Pittsburg Unified School District ("District" or "Owner")

**PROJECT: MOT BUILDING ERECTION AND SITE WORK**

("Project" or "Contract").

Contractor has been awarded the referenced Contract on \_\_\_\_\_, 20\_\_, [**CHOOSE ONE**: [by action of the District's Board] **OR** [by action of the superintendent or superintendent's designee pursuant to a delegation of authority by the District's Board.]

The Contract Price is \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and includes alternates \_\_\_\_\_.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7<sup>TH</sup>)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veterans' Business Enterprise Participation Certification.
- i. Drug-Free Workplace Certification.

- j. Hazardous Materials Certification.
- k. Lead-Based Paint Certification.
- l. Imported Materials Certification.
- m. Criminal Background Investigation/Fingerprinting Certification.
- n. Contractor's Safety Plan specifically adapted for the Project.
- o. Execute the PSA Letter of Assent. Provide executed PSA Letter of Assent from each subcontractor, of whatever tier.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

Pittsburg Unified School District

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

NAME: ENRIQUE E. PALACIOS

TITLE: DEPUTY SUPERINTENDENT

END OF DOCUMENT 00510



DOCUMENT 00520

NOTICE TO PROCEED

Dated: \_\_\_\_\_, 20\_\_

TO: \_\_\_\_\_  
(Contractor)

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

**PROJECT: MOT BUILDING ERECTION AND SITE WORK**

PROJECT/CONTRACT NO.: 13-007B between the Pittsburg Unified School District and Contractor (“Contract”).

You are notified that the Contract Time under the above Contract will commence to run on December 2, 2013. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is April 15, 2013.

You must submit the following documents by 5:00 p.m. of the **TENTH (10<sup>TH</sup>)** calendar day following the date of this Notice to Proceed:

- a. Contractor’s preliminary schedule of construction.
- b. Contractor’s preliminary schedule of values for all of the Work.
- c. Contractor’s preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. Contractor’s Safety Plan specifically adapted for the Project.
- e. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

Pittsburg Unified School District

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

NAME: ENRIQUE E. PALACIOS

TITLE: DEPUTY SUPERINTENDENT

END OF DOCUMENT 00520.

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## AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_, by and between the Pittsburg Unified School District ("District" or "Owner") and \_\_\_\_\_ ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of

**PROJECT: MOT BUILDING ERECTION AND SITE WORK**

("Project" or "Contract" or "Work")

for which the Drawings and Specifications are identified by the signature of the parties to this Agreement. It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, this Agreement shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within the following milestone schedule for the Project:

### SCHEDULE

The Contract duration includes NINETY (# 90) calendar days of Owner float to be included in the construction schedule for coordination purposes. The Owner float shall be included within each milestone duration. The liquidated damages provisions shall apply to each milestone.

If the Notice to Proceed is issued more than ten (10) but less than ninety (90) days after the Notice of Award, Contractor's sole remedy shall be an extension to the Completion Date, measure by the number of calendar days beyond ten (10) it took to issue the Notice to Proceed. In such instances, Contractor shall not be entitled to any monetary damages or other compensation for lost profit or overhead or for increased cost of performance.

**5. Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

Extensions of the Performance Period shall be determined by reference to the General Conditions. Rain in excess of one-tenth of an inch (1/10") in one (1) day, or temperature which does not exceed 32° F shall be considered adverse weather. The following chart shows the normal number of adverse weather days:

Jan 10	Feb 8	Mar 8	Apr 5	May 2	Jun 1	Jul 0	Aug 0	Sep 1	Oct 3	Nov 7	Dec 8
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The adverse weather days shall be shown on the schedule and, if not used, will become float for the Project's use.

**6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is impracticable and infeasible and difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **ONE THOUSAND AND NO CENTS (\$1,000.00) DOLLARS** per day as liquidated damages for each and every day's delay for each phase and milestone beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty or forfeiture.

In the event any portion of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

In addition, liquidated damages for Contractor's failure to complete the following milestones within the times fixed are established in the amounts of:

<u>Description of Milestones</u>	<u>Date of Milestones</u> (Calendar Days)	<u>Liquidated Damages</u> Per Calendar Day <u>For Late Completion</u>
Submit original "As Planned" construction schedule	30 days after Notice of Award	\$150.00
Submit Schedule of Values	30 days after Notice of Award	\$150.00
Submit Construction Schedule	30 days after Notice of Award	\$150.00
Submit steel and switchgear shop drawings and submittals	30 days after Notice of Award	\$500.00

Submit all other shop drawings and submittals, including deferred approval items	45 days after Notice of Award	\$500.00
Submit coordination drawings	45 days after Notice of Award	\$500.00

If the contractor becomes liable for liquidated damages under this section, the District, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the District until all such liabilities are satisfied in full.

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

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
  
8. Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney’s fees or other proceeding based upon such act, omission, or breach, and/or from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever including but not limited to those incurred by reason of:
  - (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
  
  - (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

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

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

9. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, OCIP documentation and payment and performance bonds as evidence thereof.
10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid **Type: B** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
15. **Labor Compliance Program:** If the District has adopted a labor compliance program which is applicable to the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment. This provision is only applicable if the Project is subject to a Labor Compliance Program funded in whole or in part with State bond funds.

- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).
- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 18. Project Labor Agreement Program:** If the District has adopted a project labor agreement program which is applicable to the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**CONTRACTOR**

\_\_\_\_\_

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

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

**DISTRICT**

Pittsburg Unified School District

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

Title: DEPUTY SUPERINTENDENT

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT 00530.

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**ESCROW BID DOCUMENTATION**

**1. Requirement to Escrow Bid Documentation**

- a. Contractor shall submit, within seven (7) days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein. This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.
- b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.
- d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- e. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.
- f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

**2. Ownership of Escrow Bid Documentation**

- a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.
- b. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

**3. Format and Contents of Escrow Bid Documentation**

- a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.
- b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- c. All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

#### **4. Submittal of Escrow Bid Documentation**

- a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within seven (7) days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".
- b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
- d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

#### **5. Storage, Examination and Final Disposition of Escrow Bid Documentation**

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project

until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.

- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
- (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
  - (2) District and Contractor shall each designate, in writing to the other party seven (7) days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
  - (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on seven (7) days notice, then the District representative may examine the Escrow Bid Documents alone upon an additional three (3) days notice if a representative of the Contractor does not appear at the time set.
  - (4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on seven (7) days notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional three (3) days notice if a representative of that subcontractor does not appear at the time set.
- c. The Escrow Bid Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT 00540.

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**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

Public Contract Code Section 22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the Pittsburg Unified School District hereinafter "District" or "Owner"), whose address is 2000 Railroad Avenue, Pittsburg, CA 94565, and \_\_\_\_\_ whose place of business is located at \_\_\_\_\_, (Contractor"); and \_\_\_\_\_, a state or federally chartered bank in the state of California, whose place of business is located at \_\_\_\_\_, ("Escrow Agent").

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

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Project No. 13-007B entered into between District and Contractor for the Construction of MOT BUILDING ERECTION AND SITE WORK, in the amount of \_\_\_\_\_ dated, \_\_\_\_\_, 20\_\_, (the "Contract"). Alternatively, on written request of Contractor, District shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Contractor.  
  
Securities shall be held in name of \_\_\_\_\_, and shall designate Contractor as beneficial owner.
2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor \$\_\_\_\_\_ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in event of default by Contractor as determined solely by District. Upon seven (7) days written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

On behalf of Contractor:

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

Address

On behalf of Escrow Agent:

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

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

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

On behalf of District:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

END OF DOCUMENT 00550.

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**PERFORMANCE BOND**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Pittsburg Unified School District , ("District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**MOT BUILDING ERECTION AND SITE WORK**

("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

And WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to perform all the work required to complete the Project and to pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the intent and meaning, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT 00610

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Pittsburg Unified School District, (or "District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

**MOT BUILDING ERECTION AND SITE WORK**  
("Project")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, WE, the Principal and \_\_\_\_\_, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT 00620

**SPECIAL CONDITIONS**

1. **Mitigation Measures**

Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et. seq.).

2. **Modernization / Post Occupancy Projects**

- a. **Access.** Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless, at the discretion of the District, other arrangements are made in advance.
- b. **Master Key.** Upon request, the District may, at is own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.
- c. **Maintaining Services.** The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.
- d. **Maintaining Utilities.** The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area. No new services or connections shall be anticipated for operation of existing facilities during construction.
- e. **Confidentiality.** Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.
- f. **No Work During Student Testing.** Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State-required tests.

3. **Substitution for Specified Items**

- a. Requests for substitutions prior to award of the Contract shall be done within the time period indicated in the Instructions to Bidders.

- b. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
- (1) If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.
  - (2) This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.
- c. A request for a substitution shall be in writing and shall include:
- (1) All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
  - (2) Available maintenance, repair or replacement services;
  - (3) Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
  - (4) Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
  - (5) The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
- d. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:
- (1) The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
  - (2) The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
  - (3) The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
  - (4) The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

- (5) The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
- e. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- f. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

**4. Fingerprinting**

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

**5. Weather Days**

Extensions of the Performance Period shall be determined by reference to the General Conditions. Rain in excess of one-tenth of an inch (1/10") in one (1) day, or tempature which does not exceed 32° F shall be considered adverse weather. The following chart shows the normal number of adverse weather days:

Jan 10	Feb 8	Mar 8	Apr 5	May 2	Jun 1	Jul 0	Aug 0	Sep 1	Oct 3	Nov 7	Dec 8
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**6. Insurance Policy Limits.** All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI. All limits of insurance shall not be less than what is specified in Document 00700, Article 13 of the General Conditions

**7. Permits, Certificates, Licenses, Fees, Approval**

a. **Payment for Permits, Certificates, Licenses, and Fees.** As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work with the exception of the following:

- (1) Water connection fees
- (2) Sewer connection fees
- (3) Electrical connection fees
- (4) Gas connections fees
- (5) Cable TV connection fees

(6) Phone connection fee

With respect to the above listed items, Contractor shall be responsible for securing such items, however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees. The contractor shall receive written approval from the District prior to any payment.

- b. The Contractor shall obtain a Grading Permit from the City of Pittsburg Engineering Department prior to any grading activities on the site. An approved Engineer's Estimate of costs shall be submitted to the Engineering Department, for the determination of the grading fees, which shall be paid at the time of Engineering Permit issuance and in the amounts specified in the City code and regulations that are in effect at that time. Currently, the grading plan check fees are 2.5% and inspection fees are 3.00% of the cost of grading. The cost of the Grading Permit shall be included in the base bid.

c. **Storm Water Pollution Prevention Plan**

• NPDES PERMITTING

1. General. The intent of these requirements is to enforce federal, state and local laws, ordinances, codes and regulations that pertain to storm water pollution attributable to construction projects. Storm drains discharge directly to creeks without treatment. Therefore, discharge of pollutants (i.e. any substance, material or waste other than uncontaminated storm water) into the storm drain system is strictly prohibited.

For the purpose of eliminating storm water pollution, the Contractor shall implement effective control measures over the entire project. There are several publications which provide guidance on selecting and implementing effective control measures known as Best Management Practices (BMPs). BMPs include, but are not limited to, schedules of activities, prohibition of practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures and other management procedures designed to prevent the discharge of pollutants directly or indirectly to the storm drain system. BMPs also include the construction of some facilities which may be required to prevent, control and abate storm water pollution. The reference publications are as follows:

- \* California Storm Water Best Management Practices Handbook-Industrial/Commercial
- \* California Storm Water Best Management Practices Handbook-Construction Activity

These handbooks may be purchased from Blue Print Services (BPS), 1700 Jefferson Street, Oakland, California 94612, (510) 287-5485.

The Contractor shall be responsible for preparing and submitting to the Owner a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the California NPDES (National Pollution Discharge Elimination System) General Permit for Storm Water Discharges associated with construction activity. The SWPPP shall address intended methods to reduce the amount of pollutants contained in storm water runoff during construction of the work.



The SWPPP is considered a report available to the public under Section 308 (b) of the Clean Water Act. The SWPPP shall be kept at the site during construction and made available upon request of a representative of the Regional Water Board or other local agency. The Contractor shall amend the SWPPP for any change in construction or operations which may affect the discharge of pollutants to surface water, ground waters, or storm drain system.

The Contractor shall submit the SWPPP to the Owner and governing agencies within fifteen (15) days of the Notice to Proceed. Upon approval of the SWPPP, the Contractor shall be responsible for implementing, maintaining, and repairing all storm water pollution controls as described in his approved SWPPP for the duration of the work. The Contractor shall make any repairs to the storm water pollution controls and amend the SWPPP if, in the opinion of the Owner, the Contractor is not in compliance with the SWPPP. Failure to make the necessary repairs or other maintenance when directed by the Owner shall result in the necessary repair work being done by District forces, and the Contractor will be billed at double the rate of all District expenses. In addition, the Contractor shall be responsible for any fines imposed by the Regional Water Quality Control Board or other agency as a result of noncompliance, negligence, or violation of permit conditions.

Records of all inspections and compliance certifications reporting must be retained as part of the Storm Water Pollution Prevention Plan for a period of three years. Upon completion of the project construction and termination of coverage under the General Permit, the records shall be retained by the contractor with a copy of the final SWPPP.

2. Material Storage. Storage and exposure of raw materials, by-products, finished products, and containers shall be controlled as described below:

All construction materials shall be stored at least ten (10) feet away from inlets, catch basins, and curb returns. The Contractor shall not allow any material to enter the storm drain system. At the end of each working day, the Contractor shall collect and dispose of all scrap, debris, and waste material.

During wet weather or when rain is forecast, the Contractor shall store materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system inside a building or cover them with a tarp or other waterproof material secured with weighted tires or sandbags to prevent contact with rain.

The Contractor is reminded that storage and disposal of all hazardous materials such as paints, thinners, solvents, and fuels; and all hazardous wastes such as waste oil must meet all federal, state and local standards and requirements.

3. De-watering Operations. All groundwater removed from the trench or excavations must be de-silted prior to discharging it into the storm drain system through filtering materials and methods meeting the Association of Bay Area Governments (ABAG) Standards for Erosion & Sediment Control Measures and/or through methods and procedures described in the California Storm Water Best Management Practice Handbook - Construction Activity (latest edition).
4. Pavement Saw-Cutting Operations. The Contractor shall prevent any saw-cutting debris from entering the storm drain system. The Contractor, preferably, shall use dry cutting techniques and sweep up residue. If wet methods are used, the Contractor shall

vacuum slurry as cutting proceeds or collect all wastewater by constructing a sand bag sediment barrier. The bermed area shall be of adequate size to collect all wastewater and solids. The Contractor shall allow collected water to evaporate if the wastewater volume is minimal and if maintaining the ponding area does not interfere with public use of the street area or create a safety hazard. If approved by the Owner, the Contractor may direct or pump saw-cutting wastewater to a dirt area and allow to infiltrate. The dirt area shall be adequate to contain all the wastewater. After wastewater has infiltrated, all remaining saw-cutting residue must be removed and disposed of properly. Remaining silt and debris from the ponding or bermed area shall be removed or vacuumed and disposed of properly.

If a suitable dirt area is not available or discharge to the sanitary sewer is not feasible, with the approval of the Owner and Contra Costa County Flood Control (CCCFC) & Water Conservation District (WCD), the Contractor shall filter the saw-cutting wastewater through filtering materials and methods meeting ABAG Standards for Erosion and Sedimentation Control Measures (latest edition) before discharging to the storm drain.

5. Pavement Operations. The Contractor shall prevent the discharge of pollutants from paving operations by using measures to prevent run-on and run-off pollution, disposing of wastes properly, and by implementing the procedures in the Best Management Practices Handbook. In addition, the Contractor shall observe the following guidelines:
  - Paving during wet weather:
    - a) No paving while it is raining.
    - b) No paving of the top lift of asphalt concrete (AC) on any day that experiences ¼” of rain in a twenty-four (24) hour period.
    - c) No paving of bottom lift if previous seventy-two (72) hour period experienced more than ½” rain, unless directed by the Owner.
  - Store materials as required under section 2.
  - Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, fog seal, etc.
  - Place drip pans or absorbent materials under paving equipment when not in use. During wet weather, store contaminated paving equipment indoors, or cover with tarp or other waterproof covering.
  - Sweep site daily using mechanical methods to prevent sand, gravel or excess asphalt from entering or being transported by rain into the storm drain system.
  - Keep ample supplies of drip pans or absorbent materials on-site.
  - If paving involves Portland cement concrete, refer to section G6 below.
  - All of the above at the discretion of the Owner.
6. Concrete Operations. **Do not wash out concrete trucks into storm drains, open ditches, streets, streams, etc.** The Contractor shall prevent the discharge of pollutants from concrete operations by using measures to prevent run-on and run-off pollution, properly disposing of wastes, and by implementing the following BMPs:
  - Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.
  - Avoid mixing excess amounts of Portland cement materials. Dispose of any excess materials properly.

- Whenever possible, perform washout of concrete trucks off-site where discharge is controlled and not permitted to discharge to the storm drain system. For on-site washout:
  - Locate washout area at least fifty (50) feet from storm drains, open ditches or other water bodies, preferably in a dirt area. Confine run-off from this area by constructing a temporary pit or bermed area large enough for the liquid and solid waste.
  - Wash out concrete wastes into the temporary pit where the concrete can set, be broken up and then disposed of properly. If the volume of water is greater than what will allow concrete to set, allow the wash water to infiltrate and/or evaporate, if possible. Remove or vacuum the remaining silt and debris from the ponding or bermed area and dispose of it properly.
  - Dispose of wastewater from washing of exposed aggregate to dirt area. The dirt area shall be adequate to contain all the wastewater and once the wastewater has infiltrated, any remaining residue must be removed.
  - Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in trash container.
7. Grading and Excavation Operations. The Contractor shall prepare a 40 scale erosion control plan and submit it to the Owner and governing agencies for approval, within fifteen (15) days of the Notice To Proceed.

The erosion and sedimentation control materials and methods shall be in accordance with ABAG Standards For Erosion And Sediment Control Measures and/or the procedures and methods described in the California Storm Water Best Management Practice Handbook - Construction Activity (latest edition) and the City of Pittsburg grading ordinance.

Sedimentation and erosion control/filter materials shall be placed in a manner that will retain any debris or sediment from flowing into the storm drain system. The Contractor shall have labor, tools, equipment and materials needed, at the job site, to provide the erosion control measures necessary as a result of earthwork or trenching before beginning or continuing these construction activities. Sand bags and straw wattle shall be stockpiled adjacent to the locations of activity and ready to be installed when the rainfall forecast for 48 hours is 40% or greater or when directed by the Owner.

The Contractor shall install siltation control devices around catch basins at the end of each working day. These devices shall be maintained at all times during the construction period, and shall be removed when construction is complete.

The Contractor shall not be allowed to block existing drainage flowing onto the work area. The Contractor shall install temporary drainage facilities, if necessary. There shall be no extra compensation to the Contractor for keeping existing drainage open. The Contractor is responsible for any damage to property or existing improvements resulting from blocking existing drainage.

The Contractor shall inspect the sites of work at the beginning and once every 24-hour period through the duration of each storm to assure that inlets and pipes are not blocked with silt or debris and shall be prepared to make repairs to the erosion control devices and take any other remedial measures as directed by the Owner. At the end of a storm event all depressions with ponded water, the water in catch basins, and the check dam ponds shall be pumped dry and all silt and debris removed. This work shall be completed within twenty-four (24) hours after the end of each storm.

8. Spill Prevention and Control. The Contractor shall take any and all precautions to prevent accidental spills during the work under this contract. However, in the event of a spill:
- The Contractor shall immediately contain and prevent leaks and spills from entering the storm drain system, and properly clean-up and dispose of the waste and clean-up materials. If waste is hazardous, the Contractor shall comply with all federal, state and local hazardous waste requirements.
  - The Contractor shall not wash any spilled material into the streets, gutters, storm drains, or creeks.
  - The Contractor shall report any hazardous material spills immediately to the Owner and the City of Pittsburg Police Department, as per hazardous material response protocol.
9. Vehicle/Equipment Cleaning. The Contractor shall not perform vehicle or equipment cleaning or maintenance on-site or in the street using soaps, solvents, de-greasers, steam cleaning equipment or equivalent methods. The Contractor shall perform vehicle or equipment cleaning with water only in a designated, bermed area that will not allow rinse water to run off-site or into the storm drain system. The rinse-water shall be permitted to infiltrate in dirt area or shall be discharged to the sanitary sewer with the approval of the Owner and City Engineer.

The Contractor shall dispose of wash water from the cleaning of water base paint equipment and tools to the sanitary sewer.

If using oil based paint, to the maximum extent practicable, the Contractor shall filter the paint thinner and solvents for reuse and dispose of the waste thinner and solvent, and sludge from cleaning of equipment and tools as hazardous waste. No disposal of oil base materials is allowed into the City sewer system.

10. Contractor Training and Awareness. The Contractor shall train all employees on the water pollution prevention requirements contained in these specifications. The Contractor shall inform all subcontractors of the water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

The Contractor shall utilize thermoplastic to stencil new catch basins, constructed as part of the project, with “No Dumping, Drains to Delta”. Stencils for this purpose are available from the Engineer at a cost of \$12.50 for each stencil and must be incorporated as part of contractors bid price.

11. Good Housekeeping Practices. In addition to the practices and procedures discussed above, the Contractor shall implement the following applicable good housekeeping practices.
- Store materials that have the potential to be transported to the storm drain system by storm run-off or by a spill under cover in a contained area or in sealed waterproof containers.
  - Use tarps on the ground to collect fallen debris or splatters that could contribute to storm water pollution.
  - Secure opened bags of cement, and of other light or powdered materials which can be transported by wind.
  - Pick up litter, construction debris and other wastes daily from outside areas including the sidewalk area, gutter, street pavement and storm drains impacted by the project. All wastes shall be stored in covered containers or disposed of or recycled immediately.

- Dispose of wash water to the sanitary sewer with the approval of City Engineer or recycle wash water (refer to section 6).
- Inspect vehicles and equipment arriving on-site for leaking fluids and promptly repair leaking vehicles and equipment. Vehicles leaking fluids will not be allowed on the construction site and if not repaired, must be removed.
- Avoid spills by handling materials carefully. Keep a stockpile of spill control materials, such as rags or absorbents, readily accessible on-site. Clean up all spills immediately to prevent any material from being discharged to the storm drain (refer to section 8).
- Train employees regularly on good housekeeping practices and BMPs. Assign responsibility to specific employees on BMPs, good housekeeping practices, and what to do in the event of a spill (refer to section 10).
- Maintain and replace all sediment and water pollution control devices as necessary to ensure that said controls are working effectively (e.g. inspect all sediment ponds or sandbag sedimentation/filtering systems after each rain. Remove accumulated sediment and debris and replace or repair damaged sandbags immediately).

END OF DOCUMENT 00710.

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DOCUMENT 00805

**LABOR COMPLIANCE PROGRAM**  
**INFORMATION AND FORMS**

**The District has a Labor Compliance Program (LCP). Please reference to the LCP included in the Contract Documents.**

END OF DOCUMENT 00805

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DOCUMENT 00806

**PROJECT STABILIZATION AGREEMENT PROGRAM**  
**INFORMATION AND FORMS**

**The District has a Project Stabilization Agreement Program (PSA). Please reference to the PSA included in the Contract Documents.**

END OF DOCUMENT 00806.

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**HAZARDOUS MATERIALS**  
**PROCEDURES & REQUIREMENTS**

**1. Summary**

This document includes information applicable to hazardous materials and hazard waste abatement.

**2. Notice of Hazardous Waste or Materials Conditions**

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
  - (1) Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Times, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of Work, or performing the Work by others.
- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

**3. Additional Warranties and Representations**

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

#### **4. Monitoring and Testing**

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.
- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

#### **5. Compliance with Laws**

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
  - (1) The protection of the public health, welfare and environment;
  - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
  - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and
  - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

## 6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

## 7. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility
  - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and
  - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

## **8. Indemnification**

- a. To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

## **9. Termination**

- a. District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT 00810

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS**

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ by and between the Pittsburg Unified School District ("District") and \_\_\_\_\_ ("Contractor"), whose place of business is \_\_\_\_\_.

RECITALS:

- 1. District and Contractor entered into PROJECT/CONTRACT NO. 13-007B ("Contract" or "Project") in the County of Contra Costa, California.
- 2. The Work under the Contract has been completed.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

**AGREEMENT**

- 3. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum \$ \_\_\_\_\_

Modified Contract Sum \$ \_\_\_\_\_

Payment to Date \$ \_\_\_\_\_

Liquidated Damages \$ \_\_\_\_\_

Payment Due Contractor \$ \_\_\_\_\_

- 4. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of \$ \_\_\_\_\_ (\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
- 5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claim is set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.
- 6. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
------------------	-----------------------------	------------------------	-----------------------------

**[NOT APPLICABLE]**

7. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
8. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
9. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties, that is not covered by the Owner Controlled Insurance Program.
10. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:  

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.
11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

\* \* \* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \* \* \*

Pittsburg Unified School District

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

CONTRACTOR

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

END OF DOCUMENT 00880



**GUARANTEE FORM**

\_\_\_\_\_ ("Contractor") hereby agrees that the \_\_\_\_\_  
\_\_\_\_\_ ("Work" of Contractor) which Contractor has installed for the Pittsburg  
Unified School District ("District") for the following project:

**PROJECT: MOT BUILDING ERECTION AND SITE WORK**

("Project" or "Contract")

has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of two (2) years from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is \_\_\_\_\_, 20\_\_.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefore upon demand.

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

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Representatives to be contacted for service subject to terms of Contract:

NAME: \_\_\_\_\_

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

PHONE NO.: \_\_\_\_\_

END OF DOCUMENT 00890.

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**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: 13-007B between Pittsburg Unified School District (the "District" or the "Owner") and \_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

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

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

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

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

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT 00905.

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**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: 13-007B between Pittsburg Unified School District (the "District" or the "Owner") and \_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

END OF DOCUMENT 00910.

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**DISABLED VETERAN BUSINESS  
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: 13-007B between Pittsburg Unified School District (the “District”) and \_\_\_\_\_ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

**GENERAL INSTRUCTIONS**

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program (“Program”) for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises (DVBE) of at least 3 percent, per year, of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, low bidder must submit this document to the District with its executed agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. Bidders should not submit this form with their bids.

**NOTE:** *Architectural, engineering, environmental, land surveying, or construction management firms must indicate their method of compliance by completing this form after selection by the District and before the contract is signed.*

**Part I – Method Of Compliance With DVBE Participation Goals.** Check the appropriate box to indicate your method of committing the contract dollar amount.

<b>YOUR BUSINESS ENTERPRISE IS:</b>	<b>AND YOU WILL</b>	<b>AND YOU WILL</b>
<b>A.</b> ↑ Disabled veteran owned and your forces will perform at least 3 percent of this contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services (“OSB”)*	Complete Part 1 of this form and the Certification
<b>B.</b> ↑ Disabled veteran owned but is unable to perform 3 percent of this contract with your forces	USE DVBE subcontractors / suppliers to bring the contract participation to at least 3 percent	Include a copy of each DVBE’s letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
<b>C.</b> ↑ <b>NOT</b> Disabled Veteran Owned	Use DVBE subcontractors / suppliers for at least 3 percent of this contract	
<b>D.</b> ↑ Unable to meet the required participation goals	Complete all of this Certification form	

\* A DVBE letter from OSB is obtained from the participating DVBE. If the letter is not provided, the bidder may be ineligible for award of the contract.

**You must complete the following table to show the dollar amount of DVBE participation:**

	<b>TOTAL CONTRACT PRICE</b>
<b>A.</b> Prime Bidder, if DVBE (own participation)	\$
<b>B.</b> DVBE Subcontractor or Supplier	
<b>1.</b>	
<b>2.</b>	
<b>3.</b>	
<b>4.</b>	

C. Subtotal (A & B)	
D. Non-DVBE	
E. Total Bid	

**Part II – Contacts.** To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District			*
2. OSB, which publishes a list of DVBE's; Internet Address: Http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
3. DVBE Organization (List)			*

\*Write "recorded message" in this column, if applicable.

**Part III – Advertisement.** You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm's name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

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

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "yes" in the Selected column, include the applicable dollar amount in Part III of the Form SAB 515PB	include a copy of their DVBE letter from OSB		
was <i>NOT</i> selected to participate	Check "no" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		




A copy of this form must be retained by you and may be subject to a future audit.

**CERTIFICATION**

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

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

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

END OF DOCUMENT 00912.

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**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: 13-007B between Pittsburg Unified School District (the "District") and \_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

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

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

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

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

END OF DOCUMENT 00915

**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: 13-007B between Pittsburg Unified School District (the "District") and \_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

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

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

END OF DOCUMENT 00925.

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**LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: 13-007B between Pittsburg Unified School District (the "District") and \_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

**1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 3224 1.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

**The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.**

### **3. Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:



1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

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

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

END OF DOCUMENT 00930.

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**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: 13-007B between Pittsburg Unified School District (the "District") and \_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This form shall be executed by the Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of:       Delivery Firm/Transporter                       Supplier                       Manufacturer  
                                  Wholesaler     Broker     Retailer  
                                  Distributor     Other \_\_\_\_\_

Type of Entity               Corporation     General Partnership  
                                  Limited Partnership     Limited Liability Company  
                                  Sole Proprietorship     Other \_\_\_\_\_

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

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

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

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

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

END OF DOCUMENT 00935

**CRIMINAL BACKGROUND**  
**INVESTIGATION/ FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: 13-007B between Pittsburg Unified School District (the "District") and \_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

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

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

\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

Proper Name of Contractor: \_\_\_\_\_

Signature:

---

Print Name:

---

Title:

---

END OF DOCUMENT 00940

## SECTION 01010

### **SUMMARY OF WORK**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access Conditions and Requirements;
- B. Special Conditions.

##### **1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Project consists of reconstruction for the MOT Yard. Work includes grading, paving, fencing, and underground utilities for the site, foundation and erection for pre-engineered metal building.

##### **1.03 CONTRACTS**

- A. Perform the Work under a single, fixed-price Contract.

##### **1.04 WORK BY OTHERS**

- A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract:
  - (1) Any other projects determined by the District

##### **1.05 CODES, REGULATIONS, AND STANDARDS**

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.
- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

##### **1.06 PROJECT RECORD DOCUMENTS**

- A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:
  - (1) Contract Drawings.
  - (2) Specifications.
  - (3) Addenda.
  - (4) Change Orders and other modifications to the Contract.
  - (5) Reviewed shop drawings, product data, and samples.
  - (6) Field test records.
  - (7) Inspection certificates.

- (8) Manufacturer's certificates.
- B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
- C. Contractor shall record information concurrent with construction progress.
- D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:
  - (1) Manufacturer's name and product model and number.
  - (2) Product substitutions or alternates utilized.
  - (3) Changes made by Addenda and Change Orders and written directives.

#### **1.07 EXAMINATION OF EXISTING CONDITIONS**

- A. The Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site or of the streets or roads approaching the Site.
- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.
- C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.

#### **1.08 CONTRACTOR'S USE OF PREMISES**

- A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.

#### **1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES**



- A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.
- B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. The contractor shall survey and locate utilities prior to demolition. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

#### **1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS**

- A. Contractor shall coordinate utility disconnection with each utility company prior to demolition.
- B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

#### **1.11 STRUCTURAL INTEGRITY**

- A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.
- B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF SECTION 01010.

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SECTION 01020

**ALLOWANCES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this Document, including without limitation:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Section, apply to this section.

**1.02 SUMMARY**

- A. This Section specifies administrative and procedural requirements governing handling and processing allowances.
- B. Selected material and equipment, and in some cases, their installation are shown and specified in the Contract Documents by allowances. Allowances have been established in lieu of addition requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. Additional requirements, if necessary, will be issued by Change Order.
- C. Types of allowances required include the following:
  - (1) Contingency allowance.
- D. Procedures for submitting and handling Change Orders are included in Section 01025.

**1.03 CONTINGENCY ALLOWANCES**

- A. Use the contingency allowance only as directed for the Owner's purposes, and only by written authorization signed by Owner's "representative" which designate amounts to be charged to the allowance.
- B. Change Orders authorizing use of funds from the contingency allowance will include all related construction costs. The overhead and profit margins, etc., shall be included in the bid and will not be added to the change orders authorized against the contingency. The Contractor will submit a contingency summary with each payment application until a time that the contingency is depleted. The Construction Manager will determine which change order items are to be included in the contingency.
- C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.
- D. Contingency Allowance Amount:           \$ \_\_\_\_\_
- E. Specific Line Item Contingency Allowance Amount per section 02791:    **\$ 10,000.00**

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION**

**3.01 SPECIFIC ITEM ALLOWANCES**

- A. Contractor shall be aware that allowance quantities for specific items are included in various specification sections. The allowance item shall be complete and installed with material, labor, overhead, profit (including sub-contractors) and taxes included. All material, equipment, installation, etc. shall be as specified in their and related sections. The Contractor shall include each and all allowances in the base bid of the project.
- B. Allowance Quantities stated do not include unit prices. However, prior to the “Notice to Proceed” (or Award of Contract) actual prices for individual items shall be reviewed and agreed upon by the Architect, Owner, and Contractor.
- C. All unused allowance items will be returned to the Owner as a credit to the Contract and so noted in the Final Payment Request.

END OF SECTION 01020

## SECTION 01025

### **CHANGES IN THE WORK**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Section, apply to this section.

##### **1.02 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections: The following sections contain additional information related to modification procedures:
- Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
  - Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule and Product Substitutions.
  - Division 1 Section "Application for Payment" for administrative procedures governing applications for payment.

##### **1.03 MINOR CHANGES IN THE WORK**

- A. All minor changes in the work, even those not involving an adjustment to the Contract Sum or Contract Time, will require a change order. Any change to the plans or specifications must be approved by the Office of the State Architect.

##### **1.04 CHANGE ORDER PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Owner, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
- B. Proposal requests issued by the Owner are for information only. Do not consider them instruction either to stop work in progress, or to execute the proposed change.
- C. Unless otherwise indicated in the proposal request, within 14 days of receipt of the proposal request, submit to the Owner for review an estimate of cost necessary to execute the proposed change.

- Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  - Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- D. Contractor-Initiated Change Order Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Owner.
- Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
  - Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  - Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - Comply with requirements in Section 01300 “Submittals”, 1.03, Substitutions, if the proposed change in the Work requires the substitution of one product or system for a product or system specified.
- E. Contractor agrees that the percentage markup for all overhead and profit shall be calculated as follows:
1. If the Contractor performs the work with its own forces, its percentage markup for overhead and profit shall not exceed fifteen percent (15%) of its hard costs.
  2. If the Contractor performs the work through a subcontractor that is not owned or controlled by it, its percentage markup shall not exceed five percent (5%) of its subcontractor’s hard costs for such work.
  3. If the Contractor performs the work through a subcontractor that is not owned or controlled by it, its subcontractor’s percentage markup shall not exceed ten percent (10%) of its subcontractor’s hard costs for such work.
  4. The **total** percentage markup on any change order shall not exceed fifteen percent (15%) of the actual cost of such work.
  5. The above percentage markups for overhead and profit (including that for work performed by subcontractors) are understood to include Contractor's and subcontractor's site supervision costs, home office overhead, profit margin, insurance, (excluding costs of insurance covered by OCIP), general conditions, small tools, consumables, and all other factors. The actual cost of additional bond capacity, not to exceed one percent (1%) of the increased value of the Contract, shall be added to change orders.

- F. Proposed Change Order Form: Use form (Attachment 1) for Change Order Requests.

### **1.05 CONSTRUCTION CHANGE DIRECTIVE**

- A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Request, the Owner may issue a Construction Change Directive (Attachment 2), instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. Time must be verified by the IOR or Owner during the course of the work.

After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

- C. Construction Change Directives (or Preliminary Change Orders) must be signed by A/E of Record or delegated Design Professional and approved by DSA (Sec. 4-338(d), Part 1).

### **1.06 CHANGE ORDER PROCEDURES**

Upon the Owner's approval of a Change Order Request, the Owner will issue a Change Order (Attachment 3) for signatures of the Owner and Contractor, as provided in the Conditions of the Contract.

- A. All Addenda and Change Orders and supplemental drawings must be stamped, signed and approved by all the following (Section 4-338(Section 4-338(b), Part 1, and Sec 4-338 (c), Part 1):

1. A/E of record
2. Owner (change orders only)
3. Structural engineer (when applicable)
4. Delegated professional engineer (when applicable)
5. DSA

- B. Change orders are not valid until approved by DSA. All substitutions shall be considered as a change order or addenda, and shall be approved by DSA prior to fabrication and installation.

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF SECTION 01025.



# PROPOSED CHANGE ORDER

Distribution to:

- OWNER
- ARCHITECT
- CONSTRUCTION MANAGER
- CONTRACTOR
- FIELD
- OTHER

PROJECT:  
(Name, address)

**PCO NUMBER:** \_\_\_\_\_

TO:

DATE:  
PROJECT No.:  
CONTRACT FOR:

Reference: RFI # \_\_\_\_\_ PR # \_\_\_\_\_ ASI# \_\_\_\_\_  
CCA # \_\_\_\_\_ CCD # \_\_\_\_\_

CONTRACT DATE:

Description of work:

## **1. Subcontractor Work** (mark-up not to exceed 10%)

*(Please attached all required backup, quantities, unit cost, etc., associated with work performed.)*

1. Subcontractor Quote	\$ _____
2. Subcontractor Quote	\$ _____
3. Subcontractor Quote	\$ _____
<b>SUBTOTAL</b>	\$ _____

Contractor mark-up on Sub work (not to exceed 5%) \$ \_\_\_\_\_

**TOTAL - 1** \$ \_\_\_\_\_

## **2. Work Performed by Prime Contractor**

*(Please attached all required backup, quantities, unit cost, etc., associated with work performed.)*

Materials	\$ _____
Labor	\$ _____
Equipment	\$ _____
<b>SUBTOTAL</b>	\$ _____
Prime Contractor OH&P (not to exceed 15%)	\$ _____

**TOTAL - 2** \$ \_\_\_\_\_

**TOTAL - 1 & 2** \$ \_\_\_\_\_

Bond Premium (actual rate, not to exceed 1%)

**TOTAL PROPOSED CHANGE** \$ \_\_\_\_\_

Extension of Contract Time proposed \_\_\_\_\_ Days.

Prepared by \_\_\_\_\_

Date \_\_\_\_\_

# CONSTRUCTION CHANGE DIRECTIVE

## CONSTRUCTION MANAGER EDITION

- Distribution to:
- OWNER
  - ARCHITECT
  - CONSTRUCTION MANAGER
  - CONTRACTOR
  - FIELD
  - OTHER

PROJECT:  
(Name, address)

DIRECTIVE NUMBER:

TO (Contractor):

DATE:  
PROJECT No.:  
CONTRACT FOR:

CONTRACT DATE:

You are hereby directed to make the following change(s) in this Contract:

<b>PROPOSED ADJUSTMENTS</b>	
<p>1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:</p> <p><input type="checkbox"/> Lump Sum (increase) (decrease) of \$ _____</p> <p><input type="checkbox"/> Unit Price of \$ _____ per _____</p> <p><input type="checkbox"/> as follows:</p> <p>2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of _____ days) (a decrease of _____ days).</p>	<p>Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.</p> <p>_____</p> <p>CONTRACTOR</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>BY _____</p> <p>DATE _____</p>

When signed by the Owner, Construction Manager and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

OWNER	CONSTRUCTION MANAGER	ARCHITECT
Address	Address	Address
BY _____	BY _____	BY _____
DATE _____	DATE _____	DATE _____

**CHANGE ORDER**  
**CONSTRUCTION MANAGER EDITION**

- Distribution to:
- OWNER
  - ARCHITECT
  - CONSTRUCTION MANAGER
  - CONTRACTOR
  - FIELD
  - OTHER

PROJECT:  
 (Name, address)

CHANGE ORDER NUMBER:

TO (Contractor):

INITIATION DATE:  
 ARCHITECT'S PROJECT No.:  
 CONSTRUCTION MANAGER'S  
 PROJECT No.:  
 CONTRACT FOR:  
 CONTRACT DATE:

You are directed to make the following changes in this Contract: (See itemized attachment)

Not valid until signed by the Owner, the Architect and the Construction Manager.

Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time

The original (Contract Sum) (Guaranteed Maximum Cost) was .....	\$	.00
Net change by previously authorized Change Orders .....	\$	.00
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order .....	\$	.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order .....	\$	.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be ....	\$	.00
The Contract Time will be (increased) (decreased) (unchanged) by this Change Order	( _____ )	Days
The Date of Substantial Completion as of the date of this Change Order therefore is _____		

Recommended:

\_\_\_\_\_  
 CONSTRUCTION MANAGER

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 BY \_\_\_\_\_

\_\_\_\_\_  
 DATE \_\_\_\_\_

\_\_\_\_\_  
 CONTRACTOR

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 BY \_\_\_\_\_

\_\_\_\_\_  
 DATE \_\_\_\_\_

Approved:

\_\_\_\_\_  
 ARCHITECT

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 BY \_\_\_\_\_

\_\_\_\_\_  
 DATE \_\_\_\_\_

\_\_\_\_\_  
 OWNER

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 BY \_\_\_\_\_

\_\_\_\_\_  
 DATE \_\_\_\_\_

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SECTION 01027

**APPLICATIONS FOR PAYMENT**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Special Conditions and Division-1 Specification sections, apply to work of this section.

**1.02 SUMMARY:**

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals."

**1.03 SCHEDULE OF VALUES**

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
- B. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
- Contractor's construction schedule.
  - Application for Payment form.
  - List of subcontractors.
  - List of products.
  - List of principal suppliers and fabricators.
  - Schedule of submittals.
- C. Submit the Schedule of Values to the Construction Manager at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
- D. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
- E. Identification: Include the following Project identification on the Schedule of Values:
- Project name and location.
  - Name of the Construction Manager.
  - Project Number.
  - Contractor's name and address.
  - Date of submittal.
- F. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

- Generic name.
  - Related Specification Section.
  - Name of subcontractor.
  - Name of manufacturer or fabricator.
  - Name of supplier.
  - Change Orders (numbers) that have affected value.
  - Dollar Value of item shall be the contract or purchase amount. Separate contracts and suppliers shall not be combined on a single line item.
  - Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- G. Provide a breakdown of the Contract Sum in sufficient detail as directed by the Owner/Construction Manager upon Notice to Proceed to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items. Major subcontractors shall follow the same procedures in breaking down their subcontractors and suppliers.
- H. Round amounts off to the nearest dollar; the total shall equal the Contract Sum.
- I. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials for each subsequent stage of completion, and for total installed value of that part of the Work.
- J. Unit Cost Allowances: Show line item value of unit cost allowances as a product of unit cost times measured quantity as estimated from the best indication in the Contract Documents.
- K. Margins of Cost: Each line item shall be the direct contractor/subcontractor amount.
- The Contractor's profit and overhead shall be listed on the schedule of values and shall be billed monthly, based on the percentage of work completed.
- L. The Contractor's General Conditions shall be billed equally each month, billed on the duration of the project. If the Contractor is behind schedule, the amount per month shall be reduced.
- M. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values.
- N. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### **1.04 APPLICATIONS FOR PAYMENT**

Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager and paid for by the Owner.

The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.

Payment Application Forms: Use Application and Certificate for Payment (Attachment 1a) and Continuation Sheets (Attachment 1b).

Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

Submit one (1) copy each of initial rough draft of pay application to Owner, Construction Manager and Inspector of Record for review. Provide quantities, invoices, shipping tags, subcontractor back-up, etc., as requested, in order to facilitate the review. Construction Manager shall return pay application to Contractor following review.

Transmittal: Submit five (5) executed copies of each Application for Payment and rough draft with corrections to the Construction Manager by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.

Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Construction Manager.

Waivers of Mechanics Lien: Waivers will be required throughout the project, in the following sequence:

First Construction Request: The General Contractor will submit with the first request a "Conditional Waiver and Release Upon Progress Payment," signed by the General Contractor and another signed by each subcontractor/supplier, and a "Summary of Lien Releases" which totals the current request. The subcontractor/supplier waiver shall be equal to the amount requested on the payment application.

Subsequent Construction Request: After the first request has been paid, each subsequent request shall be accompanied by a "Summary of Lien Releases," and a "Conditional Waiver and Release Upon Progress Payment" for the new request. Also submit an "Unconditional Waiver and Release Upon Progress Payment" for the work previously performed and paid in prior requests.

Waiver Forms: Submit waivers of lien on forms acceptable to Owner, and executed in a manner acceptable to the Owner. Owner will supply such forms to the Contractor upon request.

If the District and Contractor cannot agree on a revised amount, within ten (10) Business Days after its initial rejection in part of such application, the District shall pay directly to the

Contractor the appropriate amount for those items not rejected by the District for which application for payment is made, less amounts on account of such application previously paid by the District, if any. Those items rejected by the District shall be due and payable when the reason for the rejection have been removed or resolved through dispute resolution as provided herein.

Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

- List of subcontractors and entire executed subcontract.
- List of principal suppliers, fabricators and copy of purchase order/contract.
- Schedule of Values.
- Contractor's Construction Schedule (preliminary if not final).
- Schedule of principal products.
- Schedule of unit prices.
- Submittal Schedule (preliminary if not final).
- List of Contractor's staff assignments.
- List of Contractor's principal consultants.
- Copies of building permits.
- Copies of authorizations and licenses from governing authorities for performance of work.
- Initial progress report.
- Certification of insurance and insurance policies.
- Performance and payment bonds (if required).
- Data needed to acquire Owner's insurance.
- Initial settlement survey and damage report, if required.
- Update on Project As-Builts.
- Stormwater Pollution Prevention Plan (SWPPP)

Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

Administrative actions and submittals that shall proceed or coincide with this application include:

- Occupancy permits and similar approvals.
- Warranties (guarantees) and maintenance agreements.
- Test/adjust/balance records (where applicable).
- Maintenance instructions (where applicable).
- Meter readings.
- Start-up performance reports.
- Changeover information related to Owner's occupancy, use, operation and maintenance.
- Final cleaning.
- Application for reduction of retainage, and consent of surety.
- Advice on shifting insurance coverages.



- List of incomplete Work, recognized as exceptions to Construction Manager's Certificate of Substantial Completion.
- Summary of Lien Releases.
- Certified List of All Contractors.

Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment include the following:

- Completion of Project closeout requirements.
- Completion of items specified for completion after Substantial Completion.
- Assurance that unsettled claims will be settled.
- Assurance that Work not complete and accepted will be completed without undue delay.
- Transmittal of required Project construction records to Owner.
- Certified property survey.
- Proof that taxes, fees and similar obligations have been paid.
- Removal of temporary facilities and services.
- Removal of surplus materials, rubbish and similar elements.
- Contractors Affidavit of Payment of Debts and Claims. (Attachment 2)
- Contractors Affidavit of Release of Liens. (Attachment 3)
- Consent of Surety Company to Final Payment. (Attachment 4)
- Unconditional Waiver and Release of Final Payment.

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF SECTION 01027

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**CONSTRUCTION MANAGER EDITION**

TO OWNER:

PROJECT:

APPLICATION No:

Distribution to:

PERIOD TO:

OWNER

PROJECT No's:

CONST. MANAGER

FROM CONTRACTOR:

CONTRACT DATE:

ARCHITECT

CONTRACTOR

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA ARCHITECT:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

- 1. ORIGINAL CONTRACT SUM ..... \$ \_\_\_\_\_
- 2. Net Change By Change Orders..... \$ \_\_\_\_\_
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ \_\_\_\_\_
- 4. TOTAL COMPLETED & STORAGE TO DATE .... \$ \_\_\_\_\_  
(Column G on Continuation Sheet)
- 5. RETAINAGE:
  - a. \_\_\_\_% of Completed Work..... \$ \_\_\_\_\_  
(Column D + E on Continuation Sheet)
  - b. \_\_\_\_% of Stored Material ..... \$ \_\_\_\_\_  
(Column F on Continuation Sheet)
 Total Retainage..... \$ \_\_\_\_\_  
(Line 5a + 5b or Total Column I on Continuation Sheet)
- 6. TOTAL EARNED LESS RETAINAGE ..... \$ \_\_\_\_\_  
(Line 4 less Line 5 total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ \_\_\_\_\_  
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE ..... \$ \_\_\_\_\_
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less 6) \$ \_\_\_\_\_

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

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

State of:

County of:

Subscribed and sworn to before

me this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public:

My Commission expires:

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on onsite observation and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)*

CONSTRUCTION MANAGER:

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

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
NET CHANGES by Change Order		

**CONTINUATION SHEET**

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

APPLICATION NO:  
 APPLICATION DATE:  
 PERIOD TO:  
 PROJECT NO:

In tabulations below, amounts are stated to the nearest dollars. Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED TO DATE (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E+ F)	%(G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

# CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

OWNER  
ARCHITECT  
CONTRACTOR  
  
SURETY  
OTHER

(3) Where claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially this form.

---

TO (Owner)

PROJECT NO.

CONTRACT FOR:

CONTRACT DATE:

PROJECT: (Name, Address)

---

State of:

County of:

The undersigned, pursuant to Article 19 of the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

## SUPPORTING DOCUMENTS ATTACHED HERETO:

Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. Form "CONSENT OF SURETY" may be used for this purpose.

Indicate attachment: yes \_\_\_\_\_ no \_\_\_\_\_

The following supporting documents should be attached hereto if required by the Owner:

Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this  
day of

20\_\_

Notary Public:

Form "CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS".

My Commission Expires:

---

**CONTRACTOR'S  
AFFIDAVIT OF  
RELEASE OF LIENS**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

---

TO (Owner)

PROJECT NO.

CONTRACT FOR:

CONTRACT DATE:

PROJECT: (Name, Address)

---

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Liens attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of 20\_\_

Notary Public:

My Commission Expires:

---

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

(3) Where claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially this form.

---

PROJECT: (Name, Address)

PROJECT NO.

CONTRACT FOR:

TO: (Owner)

CONTRACT DATE:

CONTRACTOR:

---

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(insert name and address of Surety Company here)

, SURETY COMPANY,

on bond of (insert name and address of Contractor here)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (insert name and address of Owner here)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this

day of 20\_\_

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

Attest:  
(Seal):

---

NOTE: This form is to be used as a companion document to CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS.

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
\_\_\_\_\_ (Amount of Check) payable to \_\_\_\_\_ (Payee or  
Payees of Check) and when the check has been properly endorsed and has been paid by the bank upon which it  
is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the  
undersigned has on the job of \_\_\_\_\_ (Owner)  
(Project Name) located at \_\_\_\_\_ (Project location). This  
release covers progress payment for labor, services, equipment or materials furnished to  
through \_\_\_\_\_ (Date) only and does not cover any retentions retained before or after the release date,  
extras furnished before the release date for which payment has not been received; extras or items furnished after  
the release. Rights based upon work performed or items furnished under a written change order which has been  
fully executed by the parties prior to the release date are covered by this release unless specifically reserved by  
the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise  
affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment,  
or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services,  
equipment, or material covered by this release if that furnished labor, services, equipment, or material was not  
compensated by the progress payment. Before any recipient of this document relies on it, said party should  
verify evidence of payment to the undersigned.

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

Signed: \_\_\_\_\_ (Company Name)

By: \_\_\_\_\_ (Title)

**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_ for labor, services, equipment or material furnished to \_\_\_\_\_ on the job of \_\_\_\_\_ (Owner) \_\_\_\_\_ (Job Name) located at \_\_\_\_\_ (Job Address) and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers progress payment for labor, services, equipment or materials furnished to through \_\_\_\_\_ (Date) only and does not cover any retentions retained before or after the release date, extras furnished before the release date for which payment has not been received; extras or items furnished after the release. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

Dated:

\_\_\_\_\_ (Company Name)

By: \_\_\_\_\_ (Title)



**CONDITIONAL WAIVER AND RELEASE UPON  
FINAL PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of \_\_\_\_\_ (Owner) (Project Name) located at \_\_\_\_\_ (Project location). This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of \$ \_\_\_\_\_. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

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

(Company Name)

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

(Title)

**UNCONDITIONAL WAIVER AND RELEASE UPON  
FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to on the job of \_\_\_\_\_ (Owner) \_\_\_\_\_ (Job name) located at \_\_\_\_\_ (Job Location) and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of

\$ \_\_\_\_\_.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

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

(Company Name)

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

(Title)



## SECTION 01030

### **ALTERNATES AND UNIT PRICING**

#### **PART I – ALTERNATES**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Bid Form and Proposal;
- D. Instruction to Bidders.

##### **1.02 DESCRIPTION**

- A. The following items of work include proposed modifications to, substitutions for, to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

##### **1.03 GENERAL**

- A. Where an item is omitted, or scope of Work is decreased, all Work pertaining to the item whether specifically stated or not, shall be omitted and where an items is added or modified or where scope of Work is increased, all Work pertaining to that required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

##### **1.04 BASE BID**

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.

##### **1.05 ALTERNATES**

The below Alternate descriptions are general in nature and for reference purposes only. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of Work.

- A. Add Lime Treatment to the soil (Pad Only)

#### **PART 2 - UNIT PRICING**

##### **2.01 GENERAL**

Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

## **2.02 UNIT PRICES**

Furnish unit prices for each of the named items included on the bid form on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance (excluding costs of insurance covered by OCIP), bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

**PART 3 – EXECUTION** Not Used.

END OF SECTION 01030

## SECTION 01040

### PROJECT COORDINATION

#### PART I - GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

##### 1.02 SUMMARY

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
  - 1. Coordination
  - 2. Administrative and supervisory personnel
  - 3. General installation provisions
  - 4. Cleaning and protection
- B. Field engineering is included in Section "Field Engineering."
- C. Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings."
- D. Requirements for the Contractor's Construction Schedule are included in Section "Submittals."

##### 1.03 COORDINATION

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
  - 1. Particular attention is called to the need for coordinating construction with school activities, to ensure that the least possible disruption occurs (see section 01200), and to the possibility that the owner will have other work occurring on site during the same time frame by separate contractors (see General Conditions Article 8).
  - 2. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
  - 3. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
  - 4. Make adequate provisions to accommodate items scheduled for later installation.

- a. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
- B. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  1. Preparation of schedules
  2. Installation and removal of temporary facilities
  3. Delivery and processing of submittal
  4. Progress meetings
  5. Project Close-out activities
- D. 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 in, the Work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.
- E. Mutual Responsibility of Contractors: The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate work with theirs. If any contractor's work depends for proper execution or results upon the work of any other separate contractor, the contractor shall inspect and promptly report to the Architect any patent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report such shall constitute acceptance of the other contractor's work as fit and proper to receive work.
  1. Should the Contractor cause damage to the work or property of any separate contractor on the Project, or cause any delay to any such contractor, the Contractor shall defend, indemnify and hold the District harmless for such damage or delay.

#### 1.04 SUBMITTALS

- A. Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
  1. Show the interrelationship of components shown on separate Shop Drawings
  2. Indicate required installation sequences
  3. Comply with requirements contained in Section "Submittals"
  4. Refer to Division-15 Section "Basic Mechanical Requirements" and Division-16 Section "Basic Electrical Requirements" for specific coordination drawing requirements for mechanical and electrical installations
- B. Field Mock-Up: Prepare a field mock-up for each typical type of room in order to confirm that the rough-in for each system is in the proper location. The mock-up rooms shall be approved

by the owner prior to completing the remaining rooms.

- C. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
- D. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

**PART 2 - PRODUCTS** Not Used

**PART 3 - EXECUTION**

3.01 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

3.02 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not



limited to, the following:

1. Excessive static or dynamic loading
2. Excessive internal or external pressures
3. Excessively high or low temperatures
4. Thermal shock
5. Excessively high or low humidity
6. Air contamination or pollution
7. Water or ice
8. Solvents
9. Chemicals
10. Light
11. Radiation
12. Puncture
13. Abrasion
14. Heavy traffic
15. Soiling, staining and corrosion
16. Bacteria
17. Rodent and insect infestation
18. Combustion
19. Electrical current
20. High speed operation
21. Improper lubrication
22. Unusual wear or other misuse
23. Contact between incompatible materials
24. Destructive testing
25. Misalignment
26. Excessive weathering
27. Unprotected storage
28. Improper shipping or handling
29. Theft
30. Vandalism

END OF SECTION 01040

## SECTION 01045

### **CUTTING AND PATCHING**

#### **PART 1 – GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;
- B. Special Conditions;
- C. Hazardous Materials Procedures and Requirements;
- D. Hazardous Materials Certification;
- E. Lead-Based Paint Certification;
- F. Imported Materials Certification.

##### **1.02 CUTTING AND PATCHING**

- A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
  - (1) Make several parts fit together properly.
  - (2) Uncover portions of Work to provide for installation of ill-timed Work.
  - (3) Remove and replace defective Work.
  - (4) Remove and replace Work not conforming to requirements of Contract Documents.
  - (5) Remove Samples of installed Work as specified for testing.
  - (6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
  - (7) Attaching new materials to existing remodeling areas, including painting (or other finishes) to match existing conditions.
- B. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
- C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

### **1.03 SUBMITTALS**

- A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:
- (1) The Work of the District or other trades.
  - (2) Structural value or integrity of any element of Project.
  - (3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
  - (4) Efficiency, operational life, maintenance or safety of operational elements.
  - (5) Visual qualities of sight-exposed elements.
- B. Contractor's Request shall also include:
- (1) Identification of Project.
  - (2) Description of affected Work.
  - (3) Necessity for cutting, alteration, or excavations.
  - (4) Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
  - (5) Description of proposed Work:
    - (a) Scope of cutting, patching, alteration, or excavation.
    - (b) Trades that will execute Work.
    - (c) Products proposed to be used.
    - (d) Extent of refinishing to be done.
  - (6) Alternates to cutting and patching.
  - (7) Cost proposal, when applicable.
  - (8) The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.
  - (9) Written permission of other trades whose Work will be affected.

### **1.04 QUALITY ASSURANCE**

- A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.

- B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

## **1.05 PAYMENT FOR COSTS**

- A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.
- B. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
- B. Materials to be cut and patched include those damaged by the performance of the Work.

## **PART 3 – EXECUTION**

### **3.01 INSPECTION**

- A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.
- B. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

### **3.02 PREPARATION**

- A. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- B. Contractor shall provide devices and methods to protect other portions of Project from damage.
- C. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

### **3.03 ERECTION, INSTALLATION AND APPLICATION**

- A. With respect to performance, Contractor shall:
- (1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
  - (2) Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
  - (3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage to settlement.
- B. Contractor shall employ original installer or fabricator to perform cutting and patching for:
- (1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
  - (2) Sight-exposed finished surfaces.
- C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF SECTION 01045

## SECTION 01049

### **SUPPORTING FROM STRUCTURE**

#### **PART 1 – GENERAL**

##### **1.01 GENERAL REQUIREMENTS**

C. Requirements of Division 1 apply to all Work in this Section.

##### **1.02 SCOPE**

D. Work Included:

- (1) This section provides guidelines and limitations for supporting all mechanical, electrical, kitchen equipment, plumbing, fire protection systems and architectural items from the building structure, and for seismic bracing for all such items.
- (2) Install and coordinate all support and bracing systems as indicated in the contract documents. Provide for attachment only to the portions of the building structure indicated. Coordinate the installation of the various systems to avoid exceeding the loads to the structures specified in this section.
- (3) Design and submit for approval any support systems which are different from those shown.

##### **1.03 RELATED WORK**

C. Structural Steel: Section 05120

D. Metal Fabrications: Section 05500

E. Information relating solely to mechanical or electrical work are included under those divisions, except as specifically indicated herein.

##### **1.04 QUALITY ASSURANCE:**

C. General:

1. Design and install any support systems not shown to comply with the requirements of California Building Code (CBC), Section 1630A, and Section 1632A.
2. For seismic bracing design engage the services of a structural engineer licensed in California.
3. For guidelines regarding seismic bracing for mechanical, electrical and plumbing systems, refer to the Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA), "Guidelines for Seismic Restraints of Mechanical Systems and Plumbing Piping Systems".

D. Standards and References: (Latest Edition unless specified otherwise)

1. The General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to the work of this Section as if printed herein.
  2. If the year of the adoption or latest revision is omitted from the designation, it shall mean the specification, manual or test designation in effect the date of Notice to Proceed with the Work given.
  3. 2001 California Building Code (CBC), Volumes 1, 2 and 3 with State of California Amendments.
- E. Submittals: (submit under provisions of Section 01300)
1. Submit shop drawings for all substructures and attachment methods.
  2. For all proposed alternative support systems, submit structural calculations and details prepared and signed by the Contractor's licensed engineer which include all resultant forces applied to the building structure. Do not overstress building structure. Calculations will be reviewed for compliance with design criteria, not for arithmetic. Calculations and details which deviate from the contract documents must be reviewed by the Structural Engineer and the Division of the State Architect. Allow six (6) weeks for review. All costs associated with this review shall be borne by the contractor.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- C. Furnish all substructures and fasteners required to comply with the limitations given below. Use materials as specified in the various sections and as appropriate to the use.
- D. All exterior materials: hot dipped galvanized or stainless steel.

## **PART 3 – EXECUTION**

### **3.01 GUIDELINES AND LIMITATION**

- C. The General Contractor shall coordinate the load requirements from all subcontractors so that no combination of loads exceeds the limitations given below without written approval.
- D. Maximum Loading: Attach no loads greater than the following without specific approval of the Structural Engineer.
1. Metal deck without concrete fill – Acoustical tile and gypsum board ceilings only; no piping, ducting or conduit. Maximum ceiling weight – 3.5 psf. Maximum wire hanger load = 30#.
  2. Metal deck with concrete fill - ceilings as indicated for metal deck without concrete fill above, plus electrical conduits, gas piping and ducting not exceeding 3.0 psf. Maximum point load from trapeze = 200 lbs. at 8'-0" cc each way. Mechanical units hung from concrete filled deck shall not exceed 500 lbs.
  3. Steel beams and girders: water and gas piping, electrical conduits, ducting and trapeze of same not to exceed 3.0 psf. Maximum load on a single span = 600#. Mechanical units

hung from beams shall not exceed 1000# unless specifically indicated on structural plans.

### **3.02 SEISMIC BRACING**

- D. In applying formula (30A-1) from CBC Section 1630A and Section 1632A.2, the value for  $I_p$  (importance factor) shall be assumed to be no less than 1.15. See structural drawings for other seismic factors.
- E. Design and install seismic bracing so as not to ground out vibration and sound isolation items.

END OF SECTION 01049



## SECTION 01050

### **FIELD ENGINEERING**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

##### **1.02 SUMMARY**

- A. General: This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:

1. Layout of the Project
2. Land Survey Work
3. Shoring and Bracing Engineering
4. Construction Equipment
5. Support from Structure
6. Stormwater Runoff Protection Plan
7. Other Field Engineering

- B. Except for engineering work to be provided by the owner relative to existing conditions, all grade lines, levels and bench marks shall be established and maintained by the Contractor.

##### **1.03 SUBMITTALS**

- A. Certificates: Submit a certificate signed by the Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract Documents.
- B. Final Property Survey: Submit 10 copies of the final property survey.
- C. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Sections "Submittals" and "Project Closeout."

##### **1.04 QUALITY ASSURANCE**

- A. Surveyor: Engage a Registered Land Surveyor registered with the State of California and approved by the Architect to perform land surveying and layout services required.

**PART 2 - PRODUCTS** Not Used

**PART 3 - EXECUTION**

**3.01 EXAMINATION**

- A. The Owner will identify existing control points and property line corner stakes.
- B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
- C. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
- D. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.
- E. Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.
- F. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- G. Existing Utilities and Equipment: 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. Contact utility companies, including USA, for on-site location services.
- H. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, water service piping and gas. Verify locations of underground electrical line. It is the responsibility of the Contractor to use all means possible to locate underground utilities.

**3.02 PERFORMANCE**

- A. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions

within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

- B. Advise entities engaged in construction activities, of marked lines and levels provided for their use.
- C. As construction proceeds, check every major element for line, level and plumb.
- D. Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for reference.
  - 1. Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
  - 2. On completion of major site improvements, and other Work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and sitework.
- E. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.
- F. Existing Utilities: Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction. Coordinate with local authorities having jurisdiction.
- G. Final Property Survey: Before Substantial Completion, prepare a final property survey showing significant features (real property) for the Project. Include on the survey a certification, signed by the Surveyor, to the effect that principal metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.
  - 1. Provide survey both on reproducible vellum and an electronic copy compatible with the most recent AutoCAD software.
- H. Shoring and Bracing:
  - 1. Design of Shoring and Bracing for support of formwork, scaffolding, or other temporary construction supports, shall be the responsibility of the Contractor. If requested, supply engineering calculations and data regarding proposed shoring and bracing.

- I. Construction Equipment: Engineering for cranes, temporary hoists, or other hoisting equipment requiring structural loading during construction shall be the responsibility of the Contractor. If requested, supply engineering calculations and data regarding proposed construction equipment. The structural system of the building is not intended to support hoisting systems unless specifically noted, and all such equipment shall be designed to be structurally independent of the building.
- J. Supporting from Structure: See Spec Section 01049.
- K. Storm water Runoff Protection Plan (SWRPP)
1. It shall be the responsibility of the Contractor to obtain all permits required by the EPA or their designated authority regarding control of Storm water at construction sites. It shall also be the responsibility of the Contractor to bring the construction activities for this project into compliance with the requirements of the State Water Resources Control Board General Construction Activity Storm Water Permit of April 17, 1997, to discharge storm water associated with construction activities, to be in full compliance with the City of Pittsburg Standards, and the National Pollutant Discharge Elimination (NPDES) Permit.
  2. The Contractor shall engage a Civil Engineer as necessary to prepare an Erosion Control and SWRPP, and shall fully implement the recommendations of the Plan on the Project Site, including a Post-Construction Storm Water Management Plan.
  3. The Contractor shall file a Notice of Intent to comply with the terms of the General Permit to discharge storm water associated with construction activity (WQ Order No. 92-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow normal warrant processing time) California State Water Resources Control Board, Division of Water Quality Storm Water Permit Unit, P.O. Box 1977, 901 "P" Street, Sacramento, California 95812-1977; (916) 657-0919. The Notice of Intent shall be filed prior to the start of any construction activity.
- L. Other Field Engineering: Other field engineering affecting means and methods of construction, or engineering of specific building components as required by Specification, or demolition shall be the responsibility of the Contractor.

END OF SECTION 01050

## SECTION 01060

### **REGULATORY REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Obtaining of Permits and Licenses and Work To Comply With All Applicable Regulations;
- B. Special Conditions;
- C. Quality Control.

##### **1.02 DESCRIPTION:**

- A. This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

##### **1.03 REQUIREMENTS OF REGULATORY AGENCIES**

- A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").
- B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Codes Section Group 1, Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:
  - (1) Test and testing laboratory per Section 4-335 (District shall pay for the testing laboratory).
  - (2) All special inspections per Section 4-333.
  - (3) Administration:
    - (a) Duties of the Architect & Engineers shall be per Section 4-333(a) & 4-341.
    - (b) Duties of the Contractor shall be per Section 4-343.
  - (4) Contractor shall keep and make available a copy of Part I and II of the most current version of Title 24 at the Site during construction.

- (5) Contractor shall notify the District and Inspector upon the start of construction per Section 4-334 and prior to the placement of concrete per Section 4-331, Part 1, Title 24.
  - (6) Addenda and Change Orders per Section 4-338.
- C. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements.
- (1) Building Standards Administrative Code, Part 1, Title 24, CCR
  - (2) 2010 California Building Code (CBC), Part 2, Title 24, CCR; (Uniform Building code volumes 1-3 and California Amendments).
  - (3) 2010 California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).
  - (4) 2010 California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).
  - (5) 2010 California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).
  - (6) 2010 California Fire Code (CFC), Part 9, Title 24, CCR; (Fire Plumbing Code and California Amendments).
  - (7) 2010 California Energy Code, Part 6, Title 24, Part 6
  - (8) 2010 California Green Building Standards Code
  - (9) California Air Resources Board (CARB)
  - (10) California Referenced Standards Code, Part 12, Title 24, CCR
  - (11) Title 19, CCR, Public Safety, State Fire Marshal Regulations.
  - (12) National Fire Protection Association
  - (13) Partial List of Applicable NFPA Standards:
    - (a) NFPA 20, 2007
    - (b) NFPA 24, 2010 (as amended)
    - (c) NFPA 25, 2006
    - (d) NFPA 110, Standards for Emergency and Standby Generator Systems.
    - (e) NFPA 13 - Automatic Sprinkler System.
    - (f) NFPA 14 - Standpipes Systems.
    - (g) NFPA 24 - Private Fire Mains.
    - (h) (California Amended) NFPA 72 - National Fire Alarm Codes.
    - (i) NFPA No. 20, 2007, Stationary Fire Pumps
  - (14) CBC Chapter 9 (as amended).
  - (15) California Division of the State Architect Interpretive Regulations.

- (a) California Health and Safety Code
- (b) CAL-OSHA
- (c) California State Fire Marshal, Title 19 CCR
- (d) Occupational Safety and Health Administration

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF SECTION 01060

SECTION 01065

**SITE STANDARDS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- B. Special Conditions;
- C. Drug-Free Workplace Certifications;
- D. Criminal Background Investigation/Fingerprinting Certification
- E. Construction Facilities And Temporary Controls

**1.02 REQUIREMENTS OF OWNER**

**A. Drug-Free Schools:**

All school sites and other District Facilities have been declared “Drug-Free Zones”.

No drugs, alcohol and/or **tobacco use** are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use alcohol, tobacco and or drugs on these sites.

The Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.

The Site shall be posted: "Non-Smoking Area" in a highly visible location.

**B. Language:**

Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

**C. Disturbing the Peace (Noise and Lighting):**

Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use.



If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

**D. Traffic:**

Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.

The District shall designate a construction entry to the Site. If Contractor requests, the District determines it is required, and to the extent possible, the District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with the District and at Contractor's expense.

Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.

**E. Conclusion:**

All of the above shall be observed and complied with by the Contractor and all workers on the Job Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District.

The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF SECTION 01065

## SECTION 01070

### **ABBREVIATIONS**

#### **PART 1 – GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions including without limitation, Definitions
- B. Special Conditions

##### **1.02 DOCUMENT INCLUDES**

- A. Abbreviations used throughout the Contract Documents.
- B. Reference to a technical society, organization, or body is by abbreviation, as follows:
  - 1. AA Aluminum Association
  - 2. AAMA Architectural Aluminum Manufacturers Association
  - 3. AASHTO American Association of State Highway and Transportation Officials
  - 4. ABPA Acoustical and Board Products Association
  - 5. ACI American Concrete Institute
  - 6. AGA American Gas Association
  - 7. AGC Associated General Contractors
  - 8. AHC Architectural Hardware Consultant
  - 9. AI Asphalt Institute
  - 10. AIA American Institute of Architects
  - 11. AIEE American Institute of Electrical Engineers
  - 12. AISC American Institute of Steel Construction
  - 13. AISI American Iron and Steel Institute
  - 14. AMCA Air Moving and Conditioning Association
  - 15. ANSI American National Standards Institute
  - 16. APA American Plywood Association
  - 17. ARI Air Conditioning and Refrigeration Institute
  - 18. ASHRAE American Society of Heating, Refrigeration and Air Conditioning Engineers
  - 19. ASME American Society of Mechanical Engineers
  - 20. ASSE American Society of Structural Engineers
  - 21. ASTM American Society of Testing and Materials
  - 22. AWPB American Wood Preservers Bureau
  - 23. AWPI American Wood preservers Institute
  - 24. AWS American Welding Society
  - 25. AWSC American Welding Society Code
  - 26. AWI Architectural Woodwork Institute
  - 27. AWWA American Water Works Association
  - 28. BIA Brick Institute of America
  - 29. CCR California Code of Regulations
  - 30. CLFMI Chain Link Fence Manufacturers Institute
  - 31. CMG California Masonry Guild

32.	CRA	California Redwood Association
33.	CRSI	Concrete Reinforcing Steel Institute
34.	CS	Commercial Standards
35.	CSI	Construction Specifications Institute
36.	CTI	Cooling Tower Institute
37.	FGMA	Flat Glass Manufacturer's Association
38.	FIA	Factory Insurance Association
39.	FM	Factory Mutual
40.	FS	Federal Specification
41.	FTI	Facing Title Institute
42.	GA	Gypsum Association
43.	ICBO	International Conference of Building Officials
44.	IEEE	Institute of Electrical and Electronic Engineers
45.	IES	Illumination Engineering Society
46.	LIA	Lead Industries Association
47.	MIA	Marble Institute of America
48.	MLMA	Metal Lath Manufacturers Association
49.	MS	Military Specifications
50.	NAAMM	National Association of Architectural Metal Manufacturers
51.	NBHA	National Builders Hardware Association
52.	NBFU	National Board of Fire Underwriters
53.	NBS	National Bureau of Standards
54.	NCMA	National Concrete Masonry Association
55.	NEC	National Electrical Code
56.	NEMA	National Electrical Manufacturers Association
57.	NFPA	National Fire Protection Association/National Forest Products Association
58.	NMWIA	National Mineral Wool Insulation Association
59.	NTMA	National Terrazzo and Mosaic Association
60.	NWMA	National Woodwork Manufacturer's Association
61.	ORS	Office of Regulatory Services (California)
62.	OSHA	Occupational Safety and Health Act
63.	PCI	Precast Concrete Institute
64.	PCA	Portland Cement Association
65.	PDCA	Painting and Decorating Contractors of America
66.	PDI	Plumbing Drainage Institute
67.	PEI	Porcelain Enamel Institute
68.	PG&E	Pacific Gas & Electric Company
69.	PS	Product Standards
70.	SDI	Steel Door Institute; Steel Deck Institute
71.	SJI	Steel Joist Institute
72.	SSPC	Steel Structures Painting Council
73.	TCA	Tile Council of America
74.	TPI	Truss Plate Institute
75.	UBC	Uniform Building Code
76.	UL	Underwriters Laboratories Code
77.	UMC	Uniform Mechanical Code
78.	USDA	United States Department of Agriculture
79.	VI	Vermiculite Institute
80.	WCLA	West Coast Lumberman's Association
81.	WCLB	West Coast Lumber Bureau
82.	WEUSER	Western Electric Utilities Service Engineering Requirements
83.	WIC	Woodwork Institute of California
84.	WPOA	Western Plumbing Officials Association

85      OCIP      Owner Controlled Insurance Program

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF SECTION 01070.

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## SECTION 01090

### **GENERAL DEFINITIONS AND REFERENCES**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISION**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions including without limitation, Definitions;
- B. Special Conditions;

##### **1.02 QUALITY ASSURANCE**

- A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.
- B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.
- C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.
- D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.
- E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the District and./or the Architect before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.
- G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

##### **1.04 SCHEDULE OF REFERENCES**

AA	Aluminum Association 900 19 <sup>th</sup> Street NW, Suite 300 Washington, DC 20006 <a href="http://www.aluminum.org">www.aluminum.org</a>	202-862-5100
AABC	Associated Air Balance Council 1518 K Street, NW, Suite 503 Washington, DC 20005 <a href="http://www.aabchq.com">www.aabchq.com</a>	202-737-0202

AAMA	American Architectural Manufacturers Association 1827 Walden Office Sq., Suite 104 Schaumburg, IL 60173-4268 <a href="http://www.aamanet.org">www.aamanet.org</a>	847-303-5664
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, Suite 249 Washington, DC 20001 <a href="http://www.aashto.org">www.aashto.org</a>	202-624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 One Davis Drive Research Triangle Park, NC 27709-2215 <a href="http://www.aatcc.org">www.aatcc.org</a>	919-549-8141
ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333-9094 <a href="http://www.aci-int.org">www.aci-int.org</a>	248-848-3700
ACPA	American Concrete Pipe Association 222 West Las Colinas Blvd., Suite 641 Irving, TX 75039-5423 <a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a>	972-506-7216
ADC	Air Diffusion Council 11 South LaSalle St., Suite 1400 Chicago, IL 60603	312-201-0101
AFPA	American Forest and Paper Association 1111 19th St., NW, Suite 800 Washington, DC 20036	202-463-2700
AGA	American Gas Association 1515 Wilson Blvd. Arlington VA 22209 <a href="http://www.aga.com">www.aga.com</a>	703-841-8400
AHA	American Hardboard Association 1210 W. Northwest Hwy Palatine, IL 60067-1897	847-934-8800
AI	Asphalt Institute Research Park Drive P.O. Box 14052 Lexington, KY 40512-4052 <a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a>	606-288-4960

AIA	The American Institute of Architects 1735 New York Avenue, NW Washington, DC 20006-5292 <a href="http://www.aia.org">www.aia.org</a>	202-626-7300
AISC	American Institute of Steel Construction One East Wacker Drive, Suite 3100 Chicago, IL 60601-2001	800-644-2400
AITC	American Institute of Timber Construction 7012 S. Revere Pkwy., Suite 140 Englewood, CO 80112 <a href="http://www.aitc-glulam.org">www.aitc-glulam.org</a>	303-792-9559
ALCA	Associated Landscape Contractors of America 12200 Sunrise Valley Drive, Suite 150 Reston, VA 20191 <a href="http://www.alca.org">www.alca.org</a>	703-620-6363
ALI	Associated Laboratories, Inc. P.O. Box 152837 1323 Wall St. Dallas, TX 75315	214-565-0593
ALSC	American Lumber Standards Committee P.O. Box 210 Germantown, MD 20875	301-972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004-1893 <a href="http://www.amca.org">www.amca.org</a>	847-394-0150
ANLA	American Nursery and Landscape Association 1250 Eye Street, NW, Suite 500 Washington, DC 20005	202-789-2900
ANSI	American National Standards Institute 11 West 42nd Street, 13th Floor New York, NY 10036-8002 <a href="http://www.ansi.org">www.ansi.org</a>	212-642-4900
APA	APA-The Engineered Wood Association P.O. Box 11700 Tacoma, WA 98411-0700 <a href="http://www.apawood.org">www.apawood.org</a>	206-565-6600
APA	Architectural Precast Association P.O. Box 08669 Fort Myers, FL 33908-0669	941-454-6989



ARI	Air Conditioning and Refrigeration Institute 4301 Fairfax Drive, Suite 425 Arlington, VA 22203 <a href="http://www.ari.org">www.ari.org</a>	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association Center Park 4041 Powder Mill Road, Suite 404 Calverton, MD 20705	301/231-9050
ASA	Acoustical Society of America 500 Sunnyside Blvd. Woodbury, NY 11797	516/576-2360
ASCE	American Society of Civil Engineers- World Headquarters 1801 Alexander Bell Drive Reston, VA 20190-4400 <a href="http://www.asce.org">www.asce.org</a>	800/548-2723 703/295-6000
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329-2305 <a href="http://www.ashrae.org">www.ashrae.org</a>	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 4401 Connecticut Ave., NW, 5th Floor Washington, DC 20008-2369 <a href="http://www.asla.org">www.asla.org</a>	202/686-2752
ASME	American Society of Mechanical Engineers 345 East 47 <sup>th</sup> Street New York, NY 10017-2392 <a href="http://www.asme.org">www.asme.org</a>	800-434-2763
ASPE	American Society of Plumbing Engineers 3617 Thousand Oaks Blvd., Suite 210 Westlake, CA 91362-3649	805-495-7120
ASQC	American Society for Quality Control 611 E. Wisconsin Avenue Milwaukee, WI 53201-3005 <a href="http://www.asqc.org">www.asqc.org</a>	800-248-1946 414-272-8575
ASSE	American Society of Sanitary Engineering 28901 Clemens Road Westlake, OH 44145 <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>	216-835-3040

ASTM	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428-2959 <a href="http://www.astm.org">www.astm.org</a>	610-832-9500
AWCI	Association of the Wall and Ceiling Industries--International 307 E. Annandale Road, Suite 200 Falls Church, VA 22042-2433 <a href="http://www.awci.org">www.awci.org</a>	703-534-8300
AWPA	American Wood-Preservers' Association 3246 Fall Creek Highway, Suite 1900 Granbury, TX 76049-7979	817-326-6300
AWS	American Welding Society 550 NW LeJeune Road Miami, FL 33126 <a href="http://www.amweld.org">www.amweld.org</a>	800-443-9373 305-443-9353
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 <a href="http://www.awwa.org">www.awwa.org</a>	800-926-7337 303-794-7711
BHMA	Builders' Hardware Manufacturers Association 355 Lexington Avenue, 17th Floor New York, NY 10017-6603	212-661-4261
CBM	Certified Ballast Manufacturers Association 1422 Euclid Avenue, Suite 402 Cleveland, OH 44115-2094	216-241-0711
CGA	Compressed Gas Association 1725 Jefferson Davis Hwy, Suite 1004 Arlington, VA 22202-4102 <a href="http://www.cganet.com">www.cganet.com</a>	703-412-0900
CISCA	Ceilings & Interior Systems Construction Association 1500 Lincoln Hwy, Suite 202 St. Charles, IL 60174 <a href="http://www.cisca.org">www.cisca.org</a>	630-584-1919
CISPI	Cast Iron Soil Pipe Institute 5959 Shallowford Road, Suite 419 Chattanooga, TN 37421	423-892-0137
CPSC	Consumer Product Safety Commission East West Towers 4330 East-West Hwy. Bethesda, MD 20814	800-638-2772

CPPA	Corrugated Polyethylene Pipe Association 432 N. Superior Street Toledo, OH 43604	800-510-2772 419-241-2221
CRA	California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949	415-382-0662
CRI	Carpet and Rug Institute 310 S. Holiday Avenue Dalton, GA 30722-2048 <a href="http://www.carpet-rug.com">www.carpet-rug.com</a>	800-882-8846 706-278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173-4758 <a href="http://www.crsi.org">www.crsi.org</a>	847-517-1200
CTI	Ceramic Tile Institute of America 12061 W. Jefferson Blvd. Culver City, CA 90230-6219	310-574-7800
DHI	Door and Hardware Institute 14170 Newbrook Drive Chantilly, VA 20151-2223 <a href="http://www.dhi.org">www.dhi.org</a>	703-222-2010
DIPRA	Ductile Iron Pipe Research Association 245 Riverchase Pkwy East, Suite O Birmingham, AL 35244	205-988-9870
DOC	Department of Commerce 14 <sup>th</sup> Street and Constitution Avenue, NW Washington, DC 20230	202-482-2000
DOT	Department of Transportation 400 Seventh Street, SW Washington, DC 20590	202-366-4000
EJMA	Expansion Joint Manufacturers Association 25 N. Broadway Tarrytown, NY 10591-3201	914-332-0040
EPA	Environmental Protection Agency 401 M Street, SW Washington, DC 20460	202-260-2090
FCICA	Floor Covering Installation Contractors Association P.O. Box 948 Dalton, GA 30722-0948	706-226-5488

FM	Factory Mutual 1151 Boston-Providence Turnpike P.O. Box 9102 Norwood, MA 02062-9102 <a href="http://www.factorymutual.com">www.factorymutual.com</a>	781-255-4300
FS	Federal Specifications Unit (Available from GSA) 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407	202-619-8925
GA	Gypsum Association 810 First Street NE, Suite 510 Washington, DC 20002 <a href="http://www.usg.com">www.usg.com</a>	202-289-5440
GANA	Glass Association of North America 3310 SW Harrison Street Topeka, KS 66611-2279 <a href="http://www.glasswebsite.com/gana">www.glasswebsite.com/gana</a>	913-266-7013
HMA	Hardwood Manufacturers Association 400 Penn Center Blvd., Suite 530 Pittsburgh, PA 15235-5605 <a href="http://www.hardwood.org">www.hardwood.org</a>	412-828-0770
HPVA	Hardwood Plywood and Veneer Association 1825 Michael Farraday Drive P.O. Box 2789 Reston, VA 22195-0789 <a href="http://www.hpva.org">www.hpva.org</a>	703-435-2900
IEEE	Institute of Electrical and Electronic Engineers 345 E. 47 <sup>th</sup> Street New York, NY 10017-2394 <a href="http://www.ieee.org">www.ieee.org</a>	800-678-4333 212-705-7900
IESNA	Illuminating Engineering Society of North America 120 Wall Street, 17th Floor New York, NY 10005-4001 <a href="http://www.iesna.org">www.iesna.org</a>	212-248-5000
ITS	Intertek Testing Services P.O. Box 2040 607/753-6711 3933 US Route 11 Cortland, NY 13045-7902 <a href="http://www.itsglobal.com">www.itsglobal.com</a>	800-345-3851
LMA	Laminating Materials Association 116 Lawrence Street Hillsdale, NJ 07642-2730 <a href="http://www.lma.org">www.lma.org</a>	201-664-2700

MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850-4329	301-869-5800
ML/SFA	Metal Lath/Steel Framing Association (A Division of the NAAMM) 8 South Michigan Avenue, Suite 1000 Chicago, IL 60603	312-456-5590
MSS	Manufacturers Standardization Society for the Valve and Fittings Industry 127 Park Street, NE Vienna, VA 22180-4602	703-281-6613
NAA	National Arborist Association P.O. Box 1094 603/673-3311 Amherst, NH 03031-1094 <a href="http://www.natlarb.com">www.natlarb.com</a>	800-733-2622
NAAMM	National Association of Architectural Metal Manufacturers 8 South Michigan Avenue, Suite 1000 Chicago, IL 60603 <a href="http://www.gss.net/naamm">www.gss.net/naamm</a>	312-782-5590
NAIMA	North American Insulation Manufacturers Association 44 Canal Center Plaza, Suite 310 Alexandria, VA 22314 <a href="http://www.naima.org">www.naima.org</a>	703-684-0084
NAPA	National Asphalt Pavement Association NAPA Building 5100 Forbes Blvd. Lanham, MD 20706-4413	301-731-4748
NCSPA	National Corrugated Steel Pipe Association 1255 23rd Street, NW, Suite 850 Washington, DC 20037 <a href="http://www.ncspa.org">www.ncspa.org</a>	202-452-1700
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877-4121	301-977-3698
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814-5372	301-657-3110
NEI	National Elevator Industry 185 Bridge Plaza North, Suite 310 Fort Lee, NJ 07024	201-944-3211

NEMA	National Electrical Manufacturers' Association 1300 N. 17 <sup>th</sup> Street, Suite 1847 Rosslyn, VA 22209 <a href="http://www.nema.org">www.nema.org</a>	703-841-3200
NFPA	National Fire Protection Association One Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101 <a href="http://www.nfpa.org">www.nfpa.org</a>	800-344-3555 617-770-3000
NHLA	National Hardwood Lumber Association P.O. Box 34518 Memphis, TN 38184-0518 <a href="http://www.natlhardwood.org">www.natlhardwood.org</a>	901-377-1818
NIA	National Insulation Association 99 Canal Center Plaza, Suite 222 Alexandria, VA 22314 <a href="http://www.insulation.org">www.insulation.org</a>	703-683-6422
NPA	National Particleboard Association 18928 Premiere Court Gaithersburg, MD 20879-1569 <a href="http://www.pbmdf.com">www.pbmdf.com</a>	301-670-0604
NPCA	National Paint and Coatings Association 1500 Rhode Island Avenue, NW Washington, DC 20005-5597 <a href="http://www.paint.org">www.paint.org</a>	202-462-6272
NRCA	National Roofing Contractors Association O'Hare International Center 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 <a href="http://www.roofonline.org">www.roofonline.org</a>	800-323-9545
NRMCA	National Ready Mixed Concrete Association 900 Spring Street Silver Spring, MD 20910 <a href="http://www.nrmca.org">www.nrmca.org</a>	301-587-1400
NSF	NSF International P.O. Box 130140 Ann Arbor, MI 48113-0140 <a href="http://www.nsf.org">www.nsf.org</a>	313-769-8010
NUSIG	National Uniform Seismic Installation Guidelines 12 Lahoma Court Alamo, CA 94526	510-946-0135

NWWDA	National Wood Window and Door Association 1400 E. Touhy Avenue, G-54 Des Plaines, IL 60018 <a href="http://www.nwwda.org">www.nwwda.org</a>	800-223-2301 847-299-5200
OSHA	Occupational Safety and Health Administration (U.S. Department of Labor) 200 Constitution Ave., NW Washington, DC 20210	202-219-8148
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-1083 <a href="http://www.portcement.org">www.portcement.org</a>	847-966-6200
PDCA	Painting and Decorating Contractors of America 3913 Old Lee Hwy, Suite 33-B Fairfax, VA 22030 <a href="http://www.pdca.com">www.pdca.com</a>	800-332-7322 703-359-0826
PDI	Plumbing and Drainage Institute 45 Bristol Drive, Suite 101 South Easton, MA 02375	800-589-8956 508-230-3516
RFCI	Resilient Floor Covering Institute 966 Hungerford Drive, Suite 12-B Rockville, MD 20805-1714	301-340-8580
RIS	Redwood Inspection Service c-o California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949-7206	415-382-0662
SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, IL 60012 <a href="http://www.sdi.org">www.sdi.org</a>	847-462-1930
SDI	Steel Door Institute 30200 Detroit Road Cleveland, OH 44145-1967	216-889-0010
SMA	Stucco Manufacturers Association 14006 Ventura Blvd. Sherman Oaks, CA 91403	213-789-8733
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc. P.O. Box 221230 Chantilly, VA 20151-1209 <a href="http://www.smacna.org">www.smacna.org</a>	703-803-2980

SPI	Society of the Plastics Industry, Inc. Spray Polyurethane Division 202-974-5200 1801 K Street, NW, Suite 600K Washington, DC 20006 <a href="http://www.socplas.org">www.socplas.org</a>	800-951-2001
SSPC	Steel Structures Painting Council 40 24th Street, 6th Floor Pittsburgh, PA 15222-4643	412-281-2331
TCA	Tile Council of America 100 Clemson Research Blvd. Anderson, SC 29625	864-646-8453
TPI	Turfgrass Producers International 1855-A Hicks Road Rolling Meadows, IL 60008	800-405-8873 847-705-9898
UL	Underwriters Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062 <a href="http://www.ul.com">www.ul.com</a>	800-704-4050 847-272-8800
UNI	Uni-Bell PVC Pipe Association 2655 Villa Creek Drive, Suite 155 Dallas, TX 75234 <a href="http://www.members.aol.com-unibell1">www.members.aol.com-unibell1</a>	972-243-3902
USDA	U.S. Department of Agriculture 14th St. and Independence Ave., SW Washington, DC 20250	202-720-8732
WA	Wallcoverings Association 401 N. Michigan Avenue Chicago, IL 60611-4267	312-644-6610
WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97281-3145	503-639-0651
WCMA	Window Covering Manufacturers Association 355 Lexington Ave., 17th Floor New York, NY 10017-6603	212-661-4261
WIC	Woodwork Institute of California P.O. Box 980247 West Sacramento, CA 95798-0247	916-372-9943
WLPDIA	Western Lath-Plaster-Drywall Industries Association 8635 Navajo Road San Diego, CA 92119	619-466-9070



WMMPA	Wood Moulding & Millwork Producers Association 507 First Street Woodland, CA 95695 <a href="http://www.wmmpa.com">www.wmmpa.com</a>	800-550-7889 916-661-9591
WRI	Wire Reinforcement Institute 203 Loudoun Street, SW Leesburg, VA 20175-2718	703-779-2339
WWPA	Western Wood Products Association Yeon Building 522 S.W. 5th Avenue Portland, OR 97204-2122	503-224-3930

**PART 2 - PRODUCTS** Not Used.

**PART 3 - EXECUTION** Not Used.

END OF SECTION 01090

## SECTION 01095

### **REFERENCE STANDARDS AND DEFINITIONS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISION**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

##### **1.02 QUALITY ASSURANCE:**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term "indicated" refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown", "noted", "scheduled" and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect," "requested by the Architect," and similar phrases.
- D. Approve: The term "approved," where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- G. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- I. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. The term "experienced," when used with the term "Installer," means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the

special requirements indicated, and having complied with requirements of the authority having jurisdiction.

- J. Trades: Use of titles such as "carpentry" is not intended to 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 tradespersons of the corresponding generic name.
- K. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings.
- L. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### **1.03 SPECIFICATION FORMAT AND CONTENT EXPLANATION**

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTERFORMAT numbering system.
- B. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
- C. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.
- D. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.

### **1.04 INDUSTRY STANDARDS**

- A. Applicability of Standards: Except where 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 the standard in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality

levels. Refer requirements that are different, but apparently equal, and uncertainties to the Architect for a decision before proceeding.

- D. 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. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- E. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
- F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

**1.05 SUBMITTALS**

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon the performance of the Work.

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

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

END OF SECTION 01095.

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## SECTION 01120

### **ALTERATION PROJECT PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISION**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-conforming Work and Correction of Work and Trenches;
- B. Special Conditions.

##### **1.02 QUALITY ASSURANCE**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term "indicated" refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown", "noted", "scheduled" and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect," "requested by the Architect," and similar phrases.

#### **PART 2 - PRODUCTS**

##### **2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK**

- A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.
- B. Type and Quality of Existing Products: Contractor shall determine by inspections, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

#### **PART 3 - EXECUTION**

##### **3.01 EXAMINATION**

- A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.
- B. By beginning restoration Work, Contractor acknowledges and accepts the existing conditions.

### **3.02 PREPARATION**

- A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.
- B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.
- C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.
- D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and-or acoustical protections, as detailed.

### **3.03 INSTALLATION**

- A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.
- B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.
- C. Contractor shall remove, cut, and patch Work in a manner to minimize damages and to provide a means of restoring Products and finishes of original or specified condition.
- D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

### **3.04 TRANSITIONS**

- A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with a new Work is not possible, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

### **3.05 ADJUSTMENTS**

- A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of ¼ inch or more occurs, Contractor shall submit a recommendation

for providing a smooth transition to the District and the Architect for review and approval.

- C. Contractor shall trim existing doors as necessary to clear new floor finish and refinish trim as required.
- D. Contractor shall fit Work at penetrations of surfaces.

### **3.06 REPAIR OF DAMAGED SURFACES**

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

### **3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS**

- A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.
- B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.
- C. Contractor shall give special attention to avoid damaging or killing trees, bushes and-or shrubs on the Premises and-or identified the Contract Documents, including without limitation, the Drawings.

### **3.08 FINISHES**

- A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.
- B. Contractor shall finish patched to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

### **3.09 CLEANING**

- A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF SECTION 01120.



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## SECTION 01200

### **PROJECT MEETINGS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISION**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

##### **1.02 SUMMARY**

- A. This section specifies administrative and procedural requirements for project meetings including, but not limited to:
- Pre-Construction Conference
  - Progress Meetings
- B. Construction schedules are specified in Division 1 Section "Construction Schedule".

##### **1.03 PRE-CONSTRUCTION CONFERENCE**

- A. Schedule a pre-construction conference and organizational meeting at the project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Construction Manager and their consultants, the Contractor's Project Manager and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
- Tentative construction schedule
  - Critical work sequencing
  - Designation of responsible personnel
  - Procedures for processing field decisions and Change Orders
  - Procedures for processing Applications for Payment
  - Distribution of Contract Documents
  - Submittal of Shop Drawings, Product Data and Samples
  - Preparation of record documents
  - Use of the premises
  - Office, work and storage areas
  - Equipment deliveries and priorities
  - Safety procedures
  - First aid
  - Security
  - Housekeeping
  - Working hours
  - Temporary utilities
  - Procedures for testing
  - Requirements for start-up of equipment

#### 1.04 PROGRESS MEETING

- A. Conduct progress meetings at the project site on a weekly basis. Coordinate with the Owner and Construction Manager of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Owner and Construction Manager, Contractor's Project Manager and Superintendent, each subcontractor, supplier or other entity concerned with current progress or involved in planning coordination or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Included topics for discussion as appropriate to the current state of the project.
- D. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction that is behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. Provide two week look ahead schedule as requested.
- Review outstanding Submittals
  - Review outstanding RFI's
  - Review Change Orders
  - Review Old Business
- Review the present and future needs of each entity present, including such New Business items as:
- Field observation, problems and decisions
  - Interface requirements
  - Time, identification of problems which impede planned progress
  - Sequences
  - Deliveries
  - Off-site fabrication problems
  - Access
  - Site utilization
  - Temporary facilities and services
  - Hours of work
  - Hazards and risks
  - Housekeeping
  - Quality and work standards
  - Documentation of information for payment requests
- E. Reporting: No later than three (3) days after each progress meeting date, Construction Manager to prepare and distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- F. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

G. Contractor Daily Report Updating: Submit Contractor's Daily Reports to date.

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF SECTION 01200.

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## SECTION 01300

### SUBMITTALS

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;
- B. Special Conditions.
- C. Construction Schedule: Section 01350

##### **1.02 SECTION INCLUDES:**

- A. Definitions:
  - (1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, these are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.
  - (2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
  - (3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.
- B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:
  - (1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.
  - (2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper

consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and-or Samples.

- (3) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.
- (4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and-or Samples.
- (5) Reference numbers on Shop Drawings shall have Architectural and-or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.
- (6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.
- (7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Also certify that Contractor-furnished equipment can be installed in allocated space.
- (8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.
- (9) Upon demand by Architect or District, Contractor shall submit samples of materials and-or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

- (1) Contractor shall prepare its proposed submittal schedule that is coordinated with the its proposed construction schedule and submit both to the District within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.
- (2) Contractor is responsible for revising the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.
- (3) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revised and resubmit", etc.
- (4) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction

Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule..

### **1.03 SHOP DRAWINGS:**

- A. Contractor shall submit one vellum and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Contractor.
- B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.
- C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.
- D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is noted on Contractor's transmittal letter accompanying Shop Drawings and Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment requires appropriate written approval is secured.
- E. District shall not review Shop Drawings for quantities of materials or number of items supplied.
- F. District's and-or Architect's review of Shop Drawing will be general. District and-or Architect review does not relieve Contractor of responsibility for accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. Shop Drawing reviewed by District and-or Architect is not to be construed as approving departures from Contract Documents.
- G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.
- H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.
- I. Submitted drawings and details must bear stamp of approval of Contractor:
  - (1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.
  - (2) If Contractor submits a shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked the District and-or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.
- J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.



- K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and-or coordination of submittals.
- L. Shop Drawings must clearly delineate the following information:
- (1) Project name and address.
  - (2) Architect's name and project number.
  - (3) Shop Drawing title, number, date, and scale.
  - (4) Names of Contractor, Subcontractor(s) and fabricator.
  - (5) Working and erection dimensions.
  - (6) Arrangements and sectional views.
  - (7) Necessary details, including complete information for making connections with other Work.
  - (8) Kinds of materials and finishes.
  - (9) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.
- M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.
- (1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.
  - (2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor its submittal(s) shall, check and approve them before submission for final review.

#### **1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:**

- A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contractor must submit a minimum of six (6) each, to the District. District shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.
- B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.

- C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.
- D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.

**1.05 SAMPLES:**

- A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.
- B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.
  - (1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
  - (2) Samples must show full range of texture, color, and pattern.
- C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.
- D. Samples to be shipped prepaid or hand-delivered to the District.
- E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.
- F. Contractor shall not deliver any material to Site prior to receipt of District's and-or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.
- G. District's and-or Architect's review, acceptance, and-or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.
- H. After a material has been approved, no change in brand or make will be permitted.
- I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.
- J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.
- K. Field Samples and Mock-Ups are to be removed by Contractor at District's direction:

- (1) Size: As Specified.
- (2) Furnish catalog numbers and similar data, as requested.

**1.06 REVIEW AND RESUBMISSION REQUIREMENTS:**

- A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty one (21) days after receipt or within twenty one (21) days after receipt of all related information necessary for such review, whichever is later.
  - (1) Material submittals requiring color selection will not be reviewed until all adjacent finish material submittals are received.
  - (2) Submittals requiring DSA or other governmental agency approval will require additional approval time.
- B. One (1) copy of product or materials data will be returned to Contractor with the review status.
- C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.
- D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review.
- E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District and-or the Architect's notes and comments.
- F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.
- G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.
- H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.
- I. District's and-or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

END OF SECTION 01300

## SECTION 01350

### **CONSTRUCTION SCHEDULE**

#### **PART 1 – GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to work of this section.

##### **1.02 SUMMARY**

This section specifies administrative and procedural requirements for project submittals including, but not limited to:

- Preliminary Construction Schedule
- Construction Schedule
- Short Interval Schedule
- Time Extensions
- Recovery Schedule

##### **1.02 PROJECT CONSTRUCTION SCHEDULE:**

###### A: Schedule Duration: Refer to specifications.

Below are the key schedule dates and milestones:

- Start Date
- Milestone 1
- Milestone 2
- Final Cleanup and Punch list
- Substantial Completion
- Completion
- Owner Float
- Weather / Rain Days

The Contractor is responsible for completing the schedule within the time periods specified. Contractor shall furnish the manpower, materials, facilities and equipment and shall work such hours as necessary to insure that the work is prosecuted in accordance with the agreed schedule. If the contractor falls behind he will increase manpower, working hours, working days, add shifts, add equipment, resequence activities or any combination of these in order to complete the project and its milestones within the prescribed times.

###### B: Procedure: Project Construction Schedule Submittal:

1. Initial Submission: Within (30) days after the Notice of Award, the Contractor shall provide a proposed Project Construction Schedule, in horizontal bar chart form. Prior to submission, the Contractor shall meet with its subcontractors and solicit their written input in the development of the schedule, including key requirements, deliveries, reasonable activity durations, scheduled values (if required under this Agreement) and coordination with other subcontractors. A draft schedule shall be provided at the Pre-construction Meeting. The submittal shall include 3 Architectural Sized Bar Charts, an 81-2 X 11 Bar Chart, and an electronic disk with the schedule files formatted so they are usable to the Owner team. The

schedule shall be produced in either Microsoft Project or Primavera (P3, P6) format. The schedule will be reviewed and approved or returned for corrections. The Contractor shall within 7 days re-submit the schedule. The Contractor shall plan on 2 meetings to review the schedule. If the Contractor fails to provide the required Contract Schedule within the prescribed timeframes the Owner reserves the right to provide a qualified scheduler who will generate and-or maintain the Contract Schedule at the Contractor's expense. Contractor shall fully cooperate with this schedule and provided all needed data at the Contractor's expense.

2. Schedule Updates: The approved Project Construction Schedule shall be updated monthly to reflect actual progress and any re-sequencing necessary. Accompanying the schedule update will be a narrative which specifically identifies all changes made to the schedule, including statusing, logic revisions, duration changes, and activity additions. Specific reasons for revisions are to be provided. The Narrative should also discuss all relevant issues affecting the schedule. The update and narrative shall not serve as the required Notification of a Delay. This update must be submitted prior to each monthly payment and an approved updated Project Construction Schedule shall be a requirement of payment. The Owner-Construction Manager may withhold part or all of the Progress Payments for failure to provide the required schedule. Do not retain logic when schedule is stasured.

### C: Schedule Requirements

The schedule must be constructed meeting the following requirements

- 1) Identify each building and site work activity with a separate line for each major work item.
- 2) Integrate all portions of the project to identify critical path. Where specified, prepare the schedule based on Phases as requested.
- 3) No activity duration shall extend more than 10 days, with Critical Activities no more than 5 days. An exception is procurement related activities.
- 4) All Activities shall be logically tied with Predecessors and Successors, (other than the first activity and last activity).
- 5) The Schedule shall show the following titles: activity number, description, duration, Early Start, Early Finish, Total Float, % Complete, Responsibility (Contractor Performing), and scheduled value if required by this Agreement.
- 6) The Schedule Graphic shall include baseline bar, early start bar-with progress, and the logical ties. Critical Bars shall be shown differently than non-Critical Bars. The format shall be a Contemporaneous Critical Path Method. Network calculations determine when activities can be performed and the critical path of the Project.
- 7) Include all key Procurement Related Activities, separating them into Submittals, Architect Review (10 Working Days), Ordering-Lead Time, and Delivery (Milestone).
- 8) Upon approval a baseline shall be established-saved and shown in all subsequent updates.
- 9) Ten (10) working days shall be allowed for Punch List. Include as a predecessor Owner Development of the Punch List with a full 10 day duration.
- 10) Include all key inspections as milestones on the schedule.
- 11) Include a Milestone for the completion of each building, for Energize Electrical, Substantial Completion, Completion, and Project Documentation Turnover. Documentation Turnover must be no longer than 1 ½ months past Substantial Completion and shall not be included as part of the Schedule Duration.
- 12) A Rain Bank shall be included as part of the schedule, showing the days of rain per month,

included in the contract documents.

- 13) No extension for rain will be considered until the number of days of rain for the month has been exceeded. A day of rain is defined as any day with more than 1-10" of rain between the hours of midnight and 3 PM.
- 14) An allowance shall be added to the schedule entitled "Owner Float" as included in the contract documents. This activity shall be tied to Completion and the Critical Path of Project Activities. This activity shall not parallel any other schedule activity. Owner Float is to be used by the Owner at their discretion, for changes, etc to the work.
- 15) Holidays, weekends, and any other non-work days shall be noted in the schedule calendar and the assumptions provided in the initial Project Schedule submission.
- 16) Delay activities shall not be added to the schedule until approved by the Owner.
- 17) The Schedule shall not include any Contractor constraints affecting the projects' Critical Path.
- 18) The schedule activities shall be coded to include activity responsibility and the area of work. Area codes shall distinguish construction activities related to individual buildings and site areas, such as building demolition, parking lot areas, off-site street improvements.
- 19) Identify all utility and service interruptions and connections, including disconnection of existing buildings.
- 20) Detailed network activities shall include installation and testing of all key components and systems.
- 21) All activities of the District that affect progress and contract required dates for completion of all or parts of the work shall be shown.
- 22) When requested, contractor shall submit evidence that material or equipment has been ordered and will be delivered in accordance with the schedule.
- 23) Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using activity fragments to demonstrate the effect of the proposed change on the overall project schedule.
- 24) Owner Furnished Products: Include a separate activity for each product. Include delivery date.
- 25) Phasing: Arrange list of activities on schedule by phase.
- 26) Work under more than one contract: Include a separate activity for each contract and demonstrate using logic ties the affect to the Project.
- 27) Work by the Owner: Include a separate activity for each portion of the work performed by Owner and demonstrate the affect to the Project using logic ties.

#### D: Short Interval Schedule

1. Definition: The Short Interval Schedule shall be a portion of the Project Construction Schedule and derived from the Project Construction Schedule. It shall be the schedule used to coordinate work in the field with Subcontractors.
2. Submission: The Short Interval Schedule shall be submitted weekly and shall be used as a topic of discussion in the weekly meeting between the Contractor and Construction
3. Manager-Owner. If the Contractor fails to provide the required Contract Schedule within the prescribed timeframes the Owner reserves the right to provide a qualified scheduler who will generate and-or maintain the Contract Schedule at the Contractor's expense.

Contractor shall fully cooperate with this schedule and provided all needed data at the Contractor's expense.

4. Attributes: The Short Interval Schedule shall be a four week schedule, including the past week. It shall contain the same activity numbers as the project schedule; however these activities should be broken down as necessary to coordinate the work in the field. As an example, if activity 230 from the Project Schedule is split up further in the Short Interval Schedule, 230.1, 2,3, or other system identifying these activities as a subset of activity 230 should be used. The dates for the start and finish of activity 230 should match that in the project schedule at each update, (between monthly updates, delayed completion may make Finish dates differ). The Short Interval Schedule shall be laid out in the same manner as the Project Schedule. All tests and inspections shall be included in the schedule.

#### E: Time Extensions

1. Definition: When there is a significant delay to a Critical activity or sequence, the Contractor shall provide a Time Extension Request.
2. Requirements: No extension of the Final Completion date will be allowed without a time extension request approved by the Owner-Construction Manager. A request for an extension request must be submitted in writing within 5 days of the start of the event causing it along with what the Contractor is doing, or recommends to mitigate the alleged delay. Formal documentation of the request must be provided within 10 days thereafter. When a Time Extension is requested, the Contractor must show the impact of an event by showing how the event affected a Critical Activity in the Progress Schedule in effect just prior to the delay. The extension request shall include a narrative and all backup showing the cause of the delay. The delay analysis must use the same scheduling software utilized on the project for and show graphically the delay. It shall be submitted to the Owner electronically and include a minimum 3 copies. Only the following will be considered for a time extension:
  - 1) Delay in progress due to an act or neglect of the Owner or his representatives.
  - 2) A change order approved by the Owner, demonstrating the impact to the Critical Path as detailed above.
  - 3) Labor Strikes beyond the control of the contractor.
  - 4) "Acts of God" such as tornados, hurricanes, earthquake, that causes substantial damage to the work or material stored, assuming that neglect by the Contractor was not a substantial cause. There shall be no monetary remuneration for items 3, or 4 above.
3. Process: Once the delay analysis is submitted to the Owner, the Owner will review it, and, within 15 working days, approve or respond. If approved, the Owner will execute a change order modifying the Contract Time. If not approved, a meeting shall be held within 5 days of receipt of the Owner rejection or clarification to discuss the delay. If an agreement cannot be reached the Contractor shall continue its work in accordance with the approved Progress Construction Schedule.

#### F: Recovery Schedule

1. Definition: A Recovery Schedule is a revision in the Project Schedule. It shall contain revisions in durations, or logic in remaining activities necessary to complete the work within the Contract Period.
2. When Required: The Recovery Schedule may be required when the project becomes 15 working days behind schedule and it is requested by the Owner-Construction Manager.
3. Process: A Recovery Schedule is to be provided within 7 Business Days of a request by the Owner-Construction Manager. The Recovery Schedule shall contain a narrative clarifying all revisions made to the schedule, and progress to the date the Recovery Schedule is produced. The Recovery Schedule shall be reviewed by the Owner within 10 working days, approving or responding. If not approved, a meeting shall be held within 5 days of receipt of the owner-Construction Manager's rejection or clarification. It shall be submitted with 3 copies and in electronic format. Once approved it becomes the Project Schedule.

END OF SECTION 01350.



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SECTION 01400

QUALITY CONTROL

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;
- B. Special Conditions.

**1.01 RELATED CODES:**

- A. The Work is governed by requirements of Title 24, California Code of Regulations (“CCR”), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.
- B. The Division of the State Architect (“DSA”) shall be notified at or before the start of construction.

**1.02 OBSERVATION AND SUPERVISION:**

- A. The District and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review.

END OF SECTION 01400.

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**SECTION 01450**  
**TESTS AND INSPECTIONS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and General Requirements sections, apply to work of this section.

**1.02 SUMMARY**

- A. This section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.
- C. The contractor shall provide documentation regarding the origin and fabrication of material used in the Project, if required to identify defective or recalled material. All testing required for undocumented material shall be paid for by the contractor.

**1.03 INSPECTIONS, TESTS AND REPORTS**

- A. General: Required inspection and testing services are intended to assist in determination of probable compliance of the work with requirements but do not relieve Contractor of responsibility for those compliance, or for general fulfillment of requirements of contract documents. Specified inspections and tests are not intended to limit Contractor's quality control program. Afford reasonable access to agencies performing tests and inspection.
- B. Residual District Responsibility: In specification sections of Division 2 through 16, whatever required inspection, testing and similar quality control provisions to be performed by independent agencies (not directly by the Contractor) and not indicated to be Contractor's responsibility shall be the District's responsibility.
- C. The Contractor shall give the District, Inspector, and the Architect 48 hour written notice of the work's readiness for all required tests and inspections. Testing and inspection shall be performed as required by the form entitled "Structural Tests and Inspections," a copy of which is bound herein at the end of this Section. Required testing is also stipulated in various specification sections.

**1.04 INDEPENDENT TESTING LABORATORY**

- A. The District will provide, bear all costs and select independent testing laboratory services with advice and acceptance of the Architect and his consultants. Tests of materials and testing laboratory shall be in accordance with Section 4-335 of Part 1, Title 24. Except in the case of failure, in meeting test requirements, the Contractor will bear all costs of the service selected by the District for retesting of noncomplying work or materials.
- B. Samples for tests shall be taken by the Inspector or a representative of the approved testing laboratory and not by the Contractor.

## **1.05 DISTRIBUTION OF REPORTS**

- A. Copies of each test report shall be distributed to the District, Architect, Structural Engineer, Contractor, and the Project Inspector.

## **PART 2 - PRODUCTS Not Used**

## **PART 3 - EXECUTION**

### **3.01 REQUIRED SCHEDULE AND NOTICES**

- A. Schedule: Contractor shall establish as part of construction schedule a schedule for testing required. Coordinate testing requirements with all entities involved, including Testing Laboratory, the Architect, the Structural Engineer, the Contractor, and the Project Inspector. Update the testing schedule as needed if the construction schedule is changed.
- B. Advance Notice: Provide written notification to the inspecting party, Project Inspector (Testing Laboratory, and District), 48 hours in advance of any inspection called for in these specifications.
- C. Untimely Testing: Additional testing expenses caused by failure of Contractor to adhere to construction schedule or caused by failure of the Contractor to give proper advanced notice or caused by the Contractor requesting testing to be performed outside normal working hours shall be borne by the Contractor.

### **3.02 INSPECTION SERVICES – BY THE OWNER**

- A. The District and its representatives shall at all times have access for the purpose of inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.
- B. The District and its representatives shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be removed from the premises without charge to the District.
- C. Should it be considered necessary or advisable by the District at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstructing. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor by change order.

### **3.03 INSPECTION SERVICES – BY THE DISTRICT'S INSPECTOR**

- A. In accordance with the requirements of the State of California Code of Regulations Part 1, Title 24, the Owner shall employ as his representative a duly qualified licensed full-time Inspector. The Inspector's duties are specifically defined in Section 4-342 of Group 1, Chapter 4, Part 1, Title 24 of the California Code of Regulations. He will perform his duties under the direction of and report to the District and the Architect. The primary duty of the Inspector is to check the

Contractor's work for compliance with the Contract Documents. The Contractor will provide the Inspector access and facilities for access to all the work at all times.

- B. The work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector. He shall have free access to any or all parts of the work at any time. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of this work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill the contract. The presence of an Inspector shall in no way change, mitigate or alleviate the responsibility of the Contractor.
- C. The Inspector shall have authority to stop the work whenever the provisions of the Contract Documents are not being complied with and the Contractor shall instruct his employees accordingly.
- D. In case any dispute arises between the Contractor and the Inspector, as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until dispute at issue can be referred or settled. The Inspector is not authorized to change, revoke, alter, enlarge or decrease in any way any requirements of the Contract Documents, drawings, project manual, specifications or change orders.

### **3.04 REPAIR AND PROTECTION**

- A. General: Upon completion of inspection, testing, sample-taking and similar services repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

### **3.05 TITLE 24, Part 2, 2007 EDITION, CALIFORNIA BUILDING CODE**

- A. Tests and Inspections for the following will be required as per the attached schedule.

END OF SECTION 01450

## SECTION 01500

### **CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

#### **PART 1 – GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions
- B. Special Conditions
- C. Site Standards

##### **1.02 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES TO BE PROVIDED BY CONTRACTOR:**

- A. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.
- B. Maintain temporary construction and support facilities for the entire project. New services and connections shall not be utilized for construction. Do not interrupt existing school operation. The contractor shall by-pass systems as necessary.
- C. Provide incombustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines. Comply with requirements of NFPA 241.
- D. Field Office: Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:
  - 1. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table and plan rack and a 6-shelf bookcase.
  - 2. Provide conference space equipped with table and chairs.
- E. District Office and DSA Inspector of Record Office: Provide insulated, weathertight temporary trailer that is a minimum of 10x32, as approved by the District. Furnish and equip as follows:
  - 1. Furnish with 2 offices, a restroom, a desk and chairs, a 4-drawser file cabinet, plan table and plan rack.
  - 2. Provide and maintain all utility hookups.
  - 3. Provide one telephone line and one fax line.
  - 4. Security Bars.
- F. Record Drawings: Provide and maintain a complete set of drawings, specifications, and addenda at the job site. See General Conditions and Section 01700 for requirements.

- G. Shop Drawings: Provide and maintain a complete set of Approved Shop Drawings at the job site. See General Conditions and Section 01300 for requirements.
- H. Schedule: Provide and maintain a current Project Schedule, and an original project schedule at the job site. See General Conditions and Section 01350 for requirements.
- I. Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.
- J. Temporary Paving: Construct and maintain temporary roads and paving to adequately support the indicated loading and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Architect.
- K. Paving: Comply with Division-2 Section “Asphalt Concrete Paving” for construction and maintenance of temporary paving.
1. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
  2. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas that are without damage or deterioration when occupied by the Owner.
  3. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.
  4. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration and supervision.
- L. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Section, comply with dewatering requirements of applicable Division-2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water.
- M. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
1. Where heat is needed, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  2. Install tarpaulins securely, within combustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
  3. Close openings through flood or roof decks and horizontal surfaces with load-bearing wood-framed construction.



4. Where temporary wood or plywood enclosure exceeds 100 square feet in area, use UL-labeled fire-retardant treated material for framing and main sheathing.

### **1.03 TEMPORARY UTILITIES:**

#### **A. Electric Power and Lighting**

- (1) The Contractor shall be responsible for providing temporary facilities required to deliver power service. The contractor shall obtain its power from the local utility company.
- (2) Contractor shall verify characteristics of power available on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.
- (3) The Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and-or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.

#### **B. Heat and Ventilation**

- (1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.
- (2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.
- (3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

#### **C. Water**

- (1) The Contractor shall be responsible for providing temporary facilities required to deliver such utility service.
- (2) Contractor shall use backflow preventers on water lines at point of connection to District's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.
- (3) Contractor shall make potable water available for human consumption.

#### **D. Sanitary Facilities**

- (1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor completes all other work at the Site.

- (2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the District.

E. Telephone Service

- (1) Contractor shall arrange with local telephone Service Company for telephone service for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.
- (2) Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

F. Fire Protection:

- (1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of CFC Article 86 and the California State Fire Marshall and-or its designee.
- (2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

G. Trash Removal:

- (1) Contractor shall provide.

**1.04 CONSTRUCTION AIDS:**

A. Plant and Equipment:

- (1) Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
- (2) Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.

- B. None of the District's tools and equipment shall be used by Contractor for the performance of the Work

**1.05 BARRIERS AND ENCLOSURES:**

- A. Contractor shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
- B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and-or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and

adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.

- C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.
- D. Tree and Plant Protection:
  - (1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
  - (2) Contractor shall provide barriers to a minimum height of 4'-0" around each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.
  - (3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.
  - (4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense

**1.06 SECURITY:**

- A. The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

**1.07 TEMPORARY CONTROLS:**

- A. Traffic Control
  - (1) Contractor shall obtain and install traffic control measures per an approved traffic control plan.
- B. Noise Control
  - (1) Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
  - (2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.
- C. Noise and Vibration
  - (1) Equipment and impact tools shall have intake and exhaust mufflers.

- (2) Contractor shall cooperate with District to minimize and-or seize the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

D. Dust and Dirt

- (1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
- (2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- (3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- (4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

E. Water

- (1) Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

F. Pollution

- (1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.
- (2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

G. Lighting:

- (1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

**1.08 JOB SIGN(S):**

A. General:

- (1) Signs other than signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

**1.09 PUBLICITY RELEASES:**

- A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

END OF DOCUMENT 01500

## SECTION 01600

### **MATERIALS AND EQUIPMENT**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Purchase of Materials and Equipment;
- B. Special Conditions;
- C. Imported Materials Certification.

##### **1.02 MATERIAL AND EQUIPMENT**

- A. Only items approved by the District and-or Architect shall be used.
- B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

##### **1.03 MATERIAL AND EQUIPMENT COLORS**

- A. The District and-or Architect will provide a schedule of colors.
- B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

##### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.
- D. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.

- E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Contractor shall protect material and equipment furnished under Contract.
- F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at no cost to District.
- G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

### **2.02 FACILITIES AND EQUIPMENT**

- A. Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

### **2.03 MATERIAL REFERENCE STANDARDS**

- A. Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

## **PART 3 - EXECUTION**

### **3.01 WORKMANSHIP**

- A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- B. Work shall be executed by tradepersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

### **3.02 COORDINATION**

- A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.
- B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

### **3.03 COMPLETENESS**

- A. Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

### **3.04 APPROVED INSTALLER OR APPLICATOR**

- A. Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.

### **3.05 MANUFACTURER'S RECOMMENDATIONS**

- A. All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and-or the Architect.

END OF SECTION 01600.



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## SECTION 01610

### **DELIVERY, STORAGE AND HANDLING**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;
- B. Special Conditions.

##### **1.02 PRODUCTS**

- A. Products are as defined in the General Conditions.
- B. Contractor shall not use and-or reuse materials and-or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

##### **1.03 TRANSPORTATION AND HANDLING**

- A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

##### **1.04 STORAGE AND PROTECTION**

- A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.
- C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.
- D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

- E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

**PART 2 – PRODUCTS** Not Used.

**PART 3 - EXECUTION** Not Used.

END OF SECTION 01610

## SECTION 01630

### **PRODUCT OPTIONS AND SUBSTITUTIONS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Substitutions For Specified Items;
- B. Special Conditions.
- C. Instructions to Bidders

##### **1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT:**

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and-or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions.
- D. If the District and-or Architect, in reviewing proposed substitute materials and equipment, requires revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and-or Architect to be unacceptable, the specified material or equipment shall be provided.
- E. Samples may be required. Tests required by the District and-or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.
- F. In reviewing the supporting data submitted for substitutions, the District and-or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions

of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price.

### **1.03 SUBMITTALS**

- A. Substitution Request Submittal: Requests for substitution will be considered if received as noted in the contract documents. Requests not received within the timeline established may be considered or rejected at the discretion of the Architect.
1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
  2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
    - a. Product Data, including Drawings and descriptions, or products, fabrication and installation procedures.
    - b. Samples, where applicable or requested.
    - c. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
    - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
    - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
    - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
    - g. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
- B. Architect's Action: Within one week of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name.

## **PART 2 – PRODUCTS**

### **2.01 SUBSTITUTIONS**

- A. Conditions: The Contractor’s substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise, requests will be returned without action except to record noncompliance with these requirements.
1. Extensive revisions to Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of Contract Documents.
  3. The request is timely, fully documented and properly submitted.
  4. The request is directly related to an “or equal” clause or similar language in the Contract Documents.
  5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities for the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
  8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
  9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
  10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- B. The Contractor’s submittal and Architect’s acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval
- C. By making requests for substitutions based on Sub-paragraph above, the Contractor:
1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the specified.

2. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for the specified.
  3. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent.
  4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects.
- D. If a proposed substitution requires investigation, testing or approval to determine its suitability for incorporation into the work, the testing of the proposed substitution shall be as determined by the Architect. The Contractor shall bear all cost of such investigations or test.
- E. All Substitutions that affect Structural Safety, Fire and Life Safety, Access Compliance or Energy (as applicable) shall be submitted to the Division of the State Architect for review and approval.

**PART 3 – EXECUTION** Not Used.

END OF SECTION 01630

## SECTION 01700

### **CONTRACT CLOSEOUT AND FINAL CLEANING**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of Work;
- B. Special Conditions;
- C. Construction Facilities and Temporary Controls.

##### **1.02 CLOSEOUT PROCEDURES**

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

##### **1.03 FINAL CLEANING**

- A. Contractor shall execute final cleaning prior to final inspection.
- B. Contractor shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- C. Contractor shall clean equipment and fixtures to a sanitary condition.
- D. Contractor shall replace filters of operating equipment.
- E. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.
- F. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

##### **1.04 ADJUSTING**

- A. Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Record Documents and Shop Drawings: Contractor shall legibly mark each item to record actual construction, including:
  - (1) Measured depths of foundations in relation to finish floor datum.



- (2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - (3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - (4) Field changes of dimension and detail.
  - (5) Details not on original Contract Drawings.
  - (6) Changes made by modification(s).
  - (7) References to related Shop Drawings and modifications.
- C. District will provide one set of reproducible drawings to Contractor.
- D. Contractor shall submit all required documents to District and-or Architect prior to or with its final Application for Payment.

**1.05 INSTRUCTION OF DISTRICT PERSONNEL:**

- A. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months.
- C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.
- E. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- F. Training: Schedule training operations with the Construction Manager and Owner a minimum of two weeks in advance. Provide, at least one week prior, an agenda for the training session detailing the items to be covered.
- G. Operating and Maintenance Instructions: Arrange for each installer of equipment that required regular maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
  - Maintenance manuals
  - Record documents
  - Spare parts and materials
  - Tools
  - Lubricants

- Fuels
- Identification systems
- Control sequences
- Hazards
- Cleaning
- Warranties and bonds
- Maintenance agreements and similar continuing commitments

As part of instruction for operating equipment, demonstrate the following procedures:

- Start-up
- Shutdown
- Emergency operations
- Noise and vibration adjustments
- Safety procedures
- Economy and efficiency adjustments
- Effective energy utilization

**1.06 SPARE PARTS AND MAINTENANCE MATERIALS:**

- A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.
- B. Contractor shall provide District all required Operation and Maintenance Data.

**PART 2 – PRODUCTS** Not used.

**PART 3 – EXECUTION** Not used.

END OF SECTION 01700.

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## SECTION 01710

### **RECORD DOCUMENTS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Documents on Work;
- B. Special Conditions.

#### **PART 2 - RECORD DRAWINGS**

##### **2.01 GENERAL:**

- A. As indicated in the Contract Documents, the District will provide Contractor with one set of reproducible (mylars) plans of the original Contract Drawings.
- B. Contractor shall maintain at each Project Site one set of marked-up blue line prints and each month, or as otherwise agreed, shall transfer all changes and information to those marked-up blue line prints. Contractor shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The Record Drawings shall be available at the Project Site. The Contractor shall submit reproducible vellums at the conclusion of the Project following review of the blue line prints.
- C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.
- E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

##### **2.02 RECORD DRAWING INFORMATION:**

- A. Contractor shall record the following information:
  - (1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
  - (2) Actual numbering of each electrical circuit.
  - (3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.

- (4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.
  - (5) Installed location of all cathodic protection anodes.
  - (6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
  - (7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
  - (8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy. In some instances, this may be by dimension, in others, it may be in relation to the spaces in the building near which it was installed.
- B. Contractor shall provide additional drawings as necessary for clarification.
  - C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

### **PART 3 - RECORD SPECIFICATIONS**

#### **3.01 GENERAL:**

- A. Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

### **PART 4 - MAINTENANCE OF RECORD DOCUMENTS**

#### **4.01 GENERAL**

- A. Contractor shall store Record Documents apart from documents used for construction:
  - (1) Provide files and racks for storage of Record Documents.
  - (2) Maintain Record Documents in a clean, dry, legible condition and in good order.
- B. Do not use Record Documents for construction purposes.

### **PART 5 – PRODUCTS Not Used.**

END OF SECTION 01710

## SECTION 01730

### **OPERATION AND MAINTENANCE DATA**

#### **PART 1 – GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of the Work;
- B. Special Conditions.

##### **1.02 QUALITY ASSURANCE:**

- A. Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

##### **1.03 FORMAT:**

- A. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- B. Binders: Contractor shall use commercial quality, 8-1-2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

##### **1.04 CONTENTS, EACH VOLUME:**

- A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

- B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.
- E. Text: The Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Contractor shall bind in one copy of each.

**1.05 MANUAL FOR MATERIALS AND FINISHES:**

- A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.
- E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

**1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:**

- A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- B. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.
- C. Contractor shall include color coded wiring diagrams as installed.
- D. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.

- E. Maintenance Requirements: Contractor shall include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.
- G. Contractor shall include manufacturer's printed operation and maintenance instructions.
- H. Contractor shall include sequence of operation by controls manufacturer.
- I. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Contractor shall provide control diagrams by controls manufacturer as installed.
- K. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).
- O. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

**1.08 INSTRUCTION OF DISTRICT PERSONNEL:**

- A. Schedule training operations with the Construction Manager and Owner a minimum of two weeks in advance. Provide, at least one week prior, an agenda for the training session detailing the items to be covered.

**1.09 SUBMITTAL:**

- A. Contractor shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.
- B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.
- C. Contractor shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect-Engineer comments. Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.



- D. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF SECTION 01730

## SECTION 01740

### **WARRANTIES**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Warranty-Guarantee Information;
- B. Special Conditions.

##### **1.02 FORMAT**

- A. Binders: Contractor shall use commercial quality, 8-1-2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- B. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.
- D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and-or responsible subcontractor(s), supplier(s), and-or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

##### **1.03 PREPARATION:**

- A. Contractor shall obtain warranties, executed in duplicate by each applicable and-or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty until the date of completion is determined.
- B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.
- C. Contractor shall co-execute submittals when required.
- D. Contractor shall retain warranties until time specified for submittal.

##### **1.04 TIME OF SUBMITTALS:**

- A. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- B. Contractor shall submit for District approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the District prior to District's approval of Contractor's final Application for Payment.
- C. For items of work delayed beyond date of completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as start of warranty period.

**PART 2 - PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF SECTION 01740