PROJECT MANUAL

CONTRACTUAL – LEGAL REQUIREMENTS
TECHNICAL SPECIFICATIONS

FOR

MERCED COMMUNITY COLLEGE -
SWIMMING POOL FENCING PROJECT

Project No.: 21-12270
District Bid No.: 2022-04
DSA File No.: N/A
DSA Appl. No.: N/A
SECTION 000107
SEALS PAGE

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## INTRODUCTORY INFORMATION

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NOTICE CALLING FOR BIDS

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<td>(BID# 2022-04) SWIMMING POOL FENCING PROJECT</td>
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<td>LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS</td>
<td>2:00 P.M. Wednesday, March 23, 2022</td>
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<td>Merced College, Purchasing Office (Corner University Drive and West Community College Drive) 3600 M Street, Merced, California 95348</td>
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<tr>
<td>LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS</td>
<td>TETER, Architects &amp; Engineers, 559-437-0887, Attention: Michelle Sierra or <a href="mailto:Michelle.Sierra@teterae.com">Michelle.Sierra@teterae.com</a></td>
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<td>FTP Website: <a href="https://teterae.smartfile.com/">https://teterae.smartfile.com/</a> Username: 12270Contractor Password: 3y*yC<em>ho</em>%</td>
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NOTICE IS HEREBY GIVEN that the Merced Community College District (District), acting by and through its Board of Trustees, will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work generally described as **SWIMMING POOL FENCING PROJECT**.

1. **Submittal of Bid Proposals.** All Bid Proposals must be submitted on forms furnished by the District prior to the last time for submission of Bid Proposals and the District’s public opening and reading of Bid Proposals.

2. **Bid and Contract Documents.** Available Electronically.

3. **Documents Accompanying Bid Proposal.** Each Bid Proposal shall be accompanied by: (i) the required Bid Security; (ii) Subcontractors List; (iii) Statement of Qualifications; (iv) Non-Collusion Affidavit; and (v) DIR Registration Verification.

4. **Project Budget.** The Project Budget for the Work is set forth above. If bidding for the Work includes Alternate Bid Items, the selection of Alternate Bid Items for determination of the lowest priced Bid Proposal will be by priority of Alternate Bid Items, up to but not exceeding the Project Budget. If bidding for the Work does not include Alternate Bid Items, the Project Budget set forth above is for information purposes only.

5. **Pre-Bid Inquiries.** Bidders may submit pre-bid inquiries or clarification requests. Bidders are solely and exclusively responsible for submitting pre-bid inquiries or clarification requests no later than **4:00 PM SEVEN (7) days** before the latest date for submittal of Bid Proposals. Pre-bid inquiries or clarification requests shall be emailed to: TETER, Architects & Engineers, Attention: Jamie Hickman at Jamie.Hickman@teterae.com

6. **Prevailing Wage Rates.** The Contractor and all Subcontractors shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers to execute the Work. Copies of the prevailing wage rates in the locality where the Work is to be performed, entitled PREVAILING WAGE SCALE are available to any interested party on the INTERNET at...
In addition to compliance with prevailing wage requirements, the successful Bidder shall comply with all other applicable provisions of the Labor Code, the California Code of Regulations and rulings or determinations of the California Department of Industrial Relations. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor compliance with prevailing wage rate requirements and enforce the Contractor’s prevailing wage rate obligations.

7. **Contractors’ License Classification.** Bidders must possess the following classification(s) of California Contractors License at the time that the Bid Proposal is submitted and at time the Contract for the Work is awarded: **C-13 Fencing.** The Bid Proposal of a Bidder who does not possess a valid and in good standing Contractors’ License in the classification(s) set forth above will be rejected for non-responsiveness. Any Bidder not duly and properly licensed is subject to all penalties imposed by law. No payment shall be made for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed for the Work.

8. **Contract Time.** One Hundred Percent Completion of the Work shall be achieved within the time set forth in Contract Documents after the date for commencement of the Work established in the Notice to Proceed issued by the District. Failure to achieve One Hundred Percent Completion within the Contract Time will result in the assessment of Liquidated Damages as set forth in the Contract.

9. **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in an amount equal to TEN PERCENT (10%) of the maximum amount of the Bid Proposal, inclusive of the value of any additive Alternate Bid Item(s). A Bid Proposal not accompanied by Bid Security in the form and in the amount required is non-responsive and will be rejected by the District.

10. **Payment Bond; Performance Bond.** Prior to commencement of the Work, the Bidder awarded the Contract shall deliver to the District a Payment Bond and a Performance Bond issued by a California Admitted Surety in the form and content included in the Contract Documents in a penal sum equal to One Hundred Percent (100%) of the Contract Price. The Payment Bond and the Performance Bond shall be issued by a California Admitted Surety in the form and content included in the Contract Documents.

11. **No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of thirty (30) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respected Bid Proposals.

14. **Return of Executed Agreement.** The Bidder awarded the Contract shall execute the Agreement and return the executed Agreement to the District within five (5) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded. If the successful Bidder fails to return the executed Agreement pursuant to the foregoing, the District may declare the Bidder’s Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.

12. **Job-Walk.** The District will conduct a Mandatory Job Walk on **Wednesday, March 02, 2022,** beginning at 10:00 AM Bidders are to meet at 3600 M St, Merced, CA 95348, Merced College Swimming Pool Parking Lot for conduct of the Job Walk. If the Job Walk is mandatory, the Bid Proposal submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the District as being non-responsive. Access to the Job Walk will be available to Bidders for ten (10) minutes after the scheduled start time of the Job Walk; no access to the Job Walk will be permitted thereafter. A Bidder whose representative(s) arrive at the Job Walk location more than ten (10) minutes after the scheduled start of the Job Walk will be denied access and will not be deemed to have attended the Job Walk.

13. **Waiver of Irregularities.** The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
14. **Award of Contract.** The Contract for the Work, if awarded, will be by action of the District’s Board of Trustees to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If the Bid Proposal requires Bidders to propose prices for Alternate Bid Items, the District’s selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with the Instructions for Bidders.

/s/ Merced Community College District


[END OF SECTION]
INSTRUCTIONS FOR BIDDERS

1. Preparation and Submittal of Bid Proposal.

1.1. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where required in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected.

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

1.3. Date and Time of Bid Proposal Submittal. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is marked with the Project title and is received by a District Purchasing Department representative for logging-in at (or before) the latest date and time for submittal of Bid Proposals. The official U.S. time-clock website: http://www.time.gov/timezone.cgi?Pacific/d/-8/java is controlling and determinative as to the time of the Bidder’s submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.

2. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in the form of: (i) cash, (ii) a certified or cashier’s check made payable to the District or (iii) a Bid Bond, in the form and included with the Contract Documents (the “Bid Security”) in at least the amount set forth in the Call for Bids. A Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder’s Bid Proposal is deemed responsive only if the Bid Bond is in the form and content included herein and the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120.

3. Documents Accompanying Bid Proposal; Signatures. The Bid Proposal and all other documents required to be submitted with the Bid Proposal shall be executed by an individual duly authorized to execute the same on behalf of the Bidder; failure of a Bid Proposal to conform to the foregoing will render the Bid Proposal non-responsive and rejected.

4. Bidder and Subcontractors’ DIR Registered Contractor Status. Each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid Proposal is submitted will be rejected for non-responsiveness. All Subcontractors identified in a Bidder’s Subcontractors’ List must be DIR Registered contractors at the time the Bid Proposal is submitted. The foregoing notwithstanding, a Bid Proposal is not subject to rejection for non-responsiveness for listing Subcontractor the Subcontractors List who is/are not DIR Registered contractor(s) if such Subcontractor(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2). Further, a Bid Proposal is not subject to rejection if the Bidder submitting the Bid Proposal lists any Subcontractor(s) who is/are not DIR Registered contractors and such Subcontractor(s) do not become DIR Registered pursuant to Labor Code §1771.1(c)(1) or (2) prior to award of the Contract, the Bidder, if awarded the Contract, must request consent of the District to substitute a DIR Registered Subcontractor for any non-DIR Registered Subcontractor(s) pursuant to Labor Code §1771.1(c)(3) without adjustment of the Contract Price or the Contract Time.
5. Modifications or Withdrawal of Bid Proposal. Changes to the bid forms which are not specifically called for or permitted may result in the District’s rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. After submittal of a Bid Proposal, a Bidder may modify or withdraw its Bid Proposal only by written request actually received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District’s public opening and reading of Bid Proposals; written requests to withdraw or modify a submitted Bid Proposal received by the District after the scheduled closing time for receipt of Bid Proposals shall not be considered by the District, nor effective to withdraw such Bid Proposal.

6. Erasures; Inconsistent or Illegible Bid Proposals. Erasures, interlineations or other corrections to any document submitted with a Bid Proposal shall be suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, the District may reject such a Bid Proposal as being non-responsive.

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

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

9. Interpretation of Drawings, Specifications or Contract Documents. The District will respond to any pre-bid inquiry submitted in accordance with requirements established in the Call for Bids. If in the sole discretion of the District, a response to a pre-bid inquiry affects or potentially affects other Bidders, the Work, the Contract Documents or other requirements, the District will issue addenda. A copy of any such addendum will be delivered by fax, email or mail to each Bidder receiving a set of the Contract Documents. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

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

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

12. Award of Contract.

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

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

12.3. Selection of Alternate Bid Items. Additive Alternate Bid Items (“ALT”), if any, will be accepted by the District in the order of priority established by the District, with the highest prioritized ALT being ALT 1. The Contract for the Work will be awarded to the Bidder submitting the lowest priced responsive Bid Proposal for the Base Bid scope and the maximum number of ALTs up to but not exceeding the Project Budget set forth in the Call for Bids. In the following example, Bidder B proposes $19,000 for the Base Bid plus ALTS 1-3, Bidder A proposes $20,000 and Bidder C proposes for the Base Bid plus ALTS 1-3. Pricing for the Base Bid and ALT 4 to any Bidder exceeds the Project Budget. Hence: Bidder B submitted the lowest priced proposal for the Base Bid and the maximum number of ALTs within the Project Budget.

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<td><strong>BID PRICING</strong></td>
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<td><strong>BASE BID + ALTS</strong></td>
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<tr>
<td>BIDDER A</td>
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<tr>
<td>Base Bid</td>
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<tr>
<td>ALT 1</td>
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<td>ALT 2</td>
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<td>ALT 3</td>
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<td>ALT 4</td>
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12.4. Alternate Bid Items Not Included in Award of Contract. Bidders are referred to the provisions of the Contract Documents permitting the District, during performance of the Work, to add or delete from the scope of the Work any or all of the Alternate Bid Items with the cost or credit of the same being the amount(s) set forth by in the Alternate Bid Items Bid on the Proposal.

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

12.6. Responsible Bidder. Determination of the responsibility of Bidders is based on the following evaluation criteria.

12.6.1. Bidder Capacity. Factors affecting the Bidder’s capacity to perform and complete the Work will be assessed, including: (i) Bidder’s access to labor, materials and other resources necessary to complete the Work; (ii) Bidder’s ability to complete the Work within the time established for completion of the Work, or portions thereof; and (iii) Bidder’s ability to complete warranty obligations.
12.6.2. **Bidder Character, Integrity.** Factors reflecting the character and integrity of the Bidder, including: (i) other public agency finding/determination, within the past five (5) years, that the Bidder is not responsible; (ii) currently debarred from bidding public works projects or debarment from bidding within past five (5) years; and (iii) false claims liability within the past five (5) years under local, state or federal laws.

12.6.3. **Bidder Financial Capability.** Factors considered include: (i) sufficiency of the Bidder’s financial resources; (ii) whether the Bidder is current in payment of debts and performance of other financial obligations; and (iii) bankruptcy or insolvency proceedings have been instituted within the past five (5) years.

12.6.4. **Bidder Prior Performance.** The Bidder’s prior performance on prior public works contracts, including without limitation: (i) cost overruns; (ii) compliance with general conditions and other contractual requirements, including schedule development, schedule updates and coordination of labor, material/equipment procurements and subcontractors; (iii) completion within allocated time; (iv) submittal of unsubstantiated, unsupported or excessive cost proposals, claims or contract adjustment requests; (iv) completion of a project by a surety; (vi) owner’s exercise of default remedies; and (vii) finding or determination by any public agency that the Bidder is not a responsible bidder.

12.6.5. **Safety.** Factors include: (i) findings of serious or willful safety violations of safety laws, regulations or requirements by any local, state or federal agency within the past five (5) years; (ii) adequacy and implementation of safety plans, programs for on-site and off-site construction and construction related activities; and (iii) Workers Compensation Insurance EMR rating exceeding 1.25.

13. **Subcontractors.**

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

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

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

13 **Workers’ Compensation Insurance.** Pursuant to California Labor Code § 3700, the successful Bidder shall secure Workers’ Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall execute and deliver to the District the form of Workers
Compensation Certification included in the Contract Documents concurrently with such Bidder’s delivery of the executed Agreement to the District.

15. Bid Security Return. The Bid Security of the Bidders submitting the three lowest priced Bid Proposals, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security of such other Bidders will be returned to them.

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

17. Non-Discriminatory Practices. It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, marital status or other legally protected classification. All Bidders agree to comply with the District’s non-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

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

19. Job-Walk. The District will conduct a Job-Walk at the time(s) and place(s) designated in the Call for Bids. The District may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s) in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Call for Bids of any such additional Job-Walk. If the District elects to conduct any Job-Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Job-Walk(s), indicate whether Bidders’ attendance at such additional Job-Walk(s) is/are mandatory. If attendance at the Job Walk is indicated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the entirety of the Job-Walk will render the Bid Proposal of such Bidder to be non-responsive. Where the Job-Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job-Walk; provided, however that attendance by representatives of the Bidder’s Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder’s obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. The District will reject the Bid Proposal of a Bidder who obtains the Bid and Contract Documents after the date of the Mandatory Job-Walks set forth in the Call for Bids unless a Job-Walk is requested by such Bidder and a Job-Walk is conducted by the District in accordance with the following provisions. The District may, in its sole and exclusive discretion, conduct such requested Job-Walk taking into consideration factors such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested
Job Walk will be conducted only upon the requesting Bidder’s agreement to reimburse the District for the actual and/or reasonable costs for the District’s staff and its agents and representatives in arranging for and conducting such additional Job Walk.

20. **Public Records.** Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code § 3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of “Trade Secret,” “Confidential,” “Proprietary,” or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District’s sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

21. **Drug Free Workplace Certificate.** In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

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

23. **Bid Protest.**

23.4. **Submittal of Bid Protest.** Any Bidder submitting a Bid Proposal to the District may file a protest of the District’s intent to award the Contract provided that all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District’s Vice-President, Administrative Services not more than five (5) calendar days following the date of issuance of the District’s Notice of Intent to Award the Contract; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid
protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid.

23.5. **District Review and Disposition of Bid Protest.** Provided that a bid protest is filed in strict conformity with the foregoing, the District’s Vice-President, Administrative Services or such individual(s) as may be designated by him/her (Designee), shall review and evaluate the basis of the bid protest. The District’s Vice-President, Administrative Services or Designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest (Bid Protest Response). The Bid Protest Response is deemed the final action of the District and not subject to appeal or reconsideration by any other employee or officer of the District or the Board of Trustees of the District. The issuance of the Bid Protest Response by the District’s Vice-President, Administrative Services or the Designee is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District’s intent to award the Contract, the District’s disposition of any bid protest or the District’s decision to reject all Bid Proposals. If any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

[End of Section]
BID PROPOSAL

Project:  (BID# 2022-04) SWIMMING POOL FENCING PROJECT

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<th>Bidder Name</th>
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<th>Bidder Representative(s) Name and Title</th>
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<th>Bidder Representative(s) Name and Title</th>
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<th>Bidder Representative(s) Contact Information  Email Address(es)</th>
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<td>City/State/Zip Code</td>
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<tr>
<th>California Contractors’ License</th>
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<tr>
<td>Number</td>
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<tr>
<th>Classification(s) and Expiration Date</th>
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1. **Bid Proposal.**

1.1 **Bid Proposal Amount.** The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations under the Contract Documents and to complete the Work required for the sum of _______________________________ Dollars ($_________________).

1.2 **Allowances.** BID amount shall include all specified Allowances. See Division 01 for additional information.

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

   _____ Addenda Nos. ______________________ received, acknowledged and incorporated into this Bid Proposal.

   (initial)

1.4 **Alternate Bid Items.** The Bidder’s proposed pricing for each Alternate Bid Item, if any, are set forth in the accompanying form of Alternate Bid Items Proposal. Failure of a Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying Alternate Bid Items Proposal will result in the Bid Proposal being deemed non-responsive and rejected.

2. **Documents Accompanying Bid Proposal.** The Bidder has submitted with this Bid Proposal the following: (i) Bid Security; (ii) Subcontractors List; (iii) Statement of Qualifications; (iv) Non-Collusion Affidavit; and (v) DIR Registration Verification. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. **Award of Contract.** Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii)
4. **Bidder Certifications.** The Bidder certifies the following to the District:
   
   4.1 **Contractor License.** The Bidder certifies that: (i) it is possesses a valid and in good standing Contractors’ License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (ii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and at all times during their performance of the Work.

   4.2 **DIR Registration.** The Bidder certifies to the District that the Bidder is a DIR Registered contractor and that during the Work, the Bidder will verify that all subcontractors, of any tier performing any portion of the Work are DIR Registered contractors. All Work will be performed and completed by DIR Registered contractors.

5. **Agreement to Bidding Requirements and Attorneys’ Fees.** The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinafter, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys’ fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the District. This attorneys fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.

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

By: 
_______________________________
(Signature of Bidder’s Authorized Officer
or Representative)

_______________________________
(Typed or Printed Name)

Title: _________________________________
 Bid Proposal - Alternate Bid Items; Section 00 42 13

Long Form; Rev. June, 2018

Merced Community College District
(Bid #2022-04) Swimming Pool Fencing Project

ALTERNATE BID ITEMS PROPOSAL

Bidder Name: __________________________________________

Project (BID# 2022-04) SWIMMING POOL FENCING PROJECT

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow:

Alternate Item No. 1. [DESCRIPTION]

☐ Add N/A ________________________________ Dollars ($___________) to Base Bid Proposal Amount.

Alternate Item No. 2. [DESCRIPTION]

Check one of the following and indicate the additive or deductive proposed price for the foregoing Alternate Bid Item.

☐ Add N/A ________________________________ Dollars ($___________) to Base Bid Proposal Amount.

Dated __________________________

By: __________________________________________

(Signature of Bidder’s Authorized Officer or Representative)

____________________________________________

(Typed or Printed Name)

Title: __________________________________________
# SUBCONTRACTORS LIST

<table>
<thead>
<tr>
<th>Licensed Name of Subcontractor</th>
<th>Trade or Portion of Work</th>
<th>Address of Office, Mill or Shop</th>
<th>Subcontractor CSLB License No.</th>
<th>DIR Registration No.</th>
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DUPLICATE THIS PAGE AS NECESSARY FOR LISTING ADDITIONAL SUBCONTRACTORS
VERIFICATION OF CONTRACTOR AND SUBCONTRACTORS’ DIR REGISTRATION

I am the _______________________ of ___________________________________ (“Bidder”)
submitting the accompanying Bid Proposal for the Work described as (BID# 2022-04) SWIMMING POOL FENCING PROJECT.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations (“DIR”).
2. The Bidder’s DIR Registration Number is: ___________________. The expiration date of the Bidder’s DIR Registration is June 30, 20____.
3. If the expiration date of the Bidder’s DIR Registration will occur prior to expiration of the Contract Time for the Work and the Bidder is awarded the Contract for the Work, prior to the Bidder’s DIR Registration expiration, the Bidder will take all measures necessary to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List is currently a DIR registered contractor.
6. The Bidder’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
7. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.
8. I have personal first hand knowledge of all of the foregoing.

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

Executed this ____ day of __________________, 20___ at ____________________________.

_______________________________
(Signature)

_________ _______________________
(Name, typed or printed)
1. **Bidder Information.**
   1.1. **Contact Information**

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Street Address</th>
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<td></td>
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<tr>
<td></td>
<td>City, State, Zip Code</td>
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<table>
<thead>
<tr>
<th>Physical Location</th>
<th>Street Address</th>
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<td>(if different from mailing address)</td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>City, State, Zip Code</td>
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</tbody>
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<thead>
<tr>
<th>Telephone/Fax</th>
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   |                  | Fax      |
   |                  | (__)     |

1.2. **Bidder Contacts.**

<table>
<thead>
<tr>
<th>Name</th>
<th>________________________________</th>
</tr>
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| Contact Information | Telephone: (__) __________________     |
|                    | Fax (__) ____________________________|
|                    | Email ________________________________|

1.3. **California Contractors’ License.**

<table>
<thead>
<tr>
<th>License Number(s)</th>
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<th>License Classification(s)</th>
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<th>Responsible Managing Employee; Responsible Managing Officer</th>
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<tr>
<th>Expiration Date(s)</th>
<th>________________________________</th>
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1.4. **Bidder Form of Entity.**

- [ ] Corporation
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Limited Liability Company
- [ ] Limited Liability Partnership
- [ ] Joint Venture
- [ ] Sole Proprietorship

[CONTINUED NEXT PAGE]
2. **Revenue.** Complete the following for the Applicant’s construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Applicant must identify the portion of revenue attributed to construction operations and generally describe business activities of the Applicant that generates non-construction operations related revenue.

<table>
<thead>
<tr>
<th>Calendar Year/ Fiscal Year</th>
<th>Annual Gross Revenue</th>
<th>Average Dollar Value of all Contracts</th>
<th>Dollar Value of Largest Contract</th>
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<tr>
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<td>Choose an item.</td>
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<td>Choose an item.</td>
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3. **References.**

<table>
<thead>
<tr>
<th>DSA Project Inspectors</th>
<th>Firm Name</th>
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<th>Telephone No.</th>
<th>Contact Name</th>
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<thead>
<tr>
<th>Owners (K-12 school districts or community colleges preferred)</th>
<th>Owner Name</th>
<th>Address</th>
<th>Telephone No.</th>
<th>Contact Name</th>
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<th>Architects (K-12 or Community College Projects)</th>
<th>Architect Firm Name &amp; Architect Firm Contact Name</th>
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4. **Insurance.**

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**Commercial General Liability Insurance**

**Commercial General Liability Insurance Broker**

**Bid, Performance and Labor & Materials Payment Bond Surety**

**Surety Broker**

**Workers Compensation Insurance**

**Workers Compensation Insurance Broker**

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**[CONTINUED NEXT PAGE]**
5. **Essential Requirements.** A Bidder will not be deemed qualified if the answer to any of the following questions results in a “not qualified” response and the Bid Proposal submitted by such a Bidder will be rejected for non-responsiveness.

5.1. Bidder possesses a valid and currently in good standing California Contractors’ license for the Classification(s) of Contractors’ License required by the Call for Bids.
   __ Yes ___ No (Not Qualified)

5.2. Bidder is currently a DIR Registered contractor.
   __ Yes ___ No (Not Qualified)

5.3. Bidder has a current commercial general liability insurance policy with coverage limits which are equal to or greater than minimum coverage limits set forth in the Special Conditions.
   __ Yes ___ No (Not Qualified)

5.4. Bidder has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.
   __ Yes ___ No (Not Qualified)
   __ Bidder is exempt from this requirement, because it has no employees

5.5. The Bidder ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.
   __ Yes (Not Qualified) ___ No

5.6. A public agency, within the past five (5) years conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a “responsible” bidder for a public works project or a public works contract.
   __ Yes (Not Qualified) ___ No

5.7. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
   __ Yes (Not Qualified) ___ No

5.8. During the past five (5) years a Surety has completed any project or the Bidder’s obligations under a construction contract.
   __ Yes (Not Qualified) ___ No

5.9. During the past five (5) years the Bidder has been declared in default under any construction contract to which the Bidder was a party.
   __ Yes (Not Qualified) ___ No

5.10. The Bidder’s Worker’s Compensation Insurance average Experience Modification Rating (“EMR”) rating over the past five (5) years is more than 1.25.
    __ Yes (Not Qualified) ___ No

5.11. The Bidder’s Workers Compensation Insurance EMR for the current policy term is more than 1.25.
    __ Yes (Not Qualified) ___ No

6. **Accuracy and Authority.** The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the
The above-identified Bidder acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder’s Bid Proposal may be rejected by the District for non-responsiveness.

Executed this____ day of __________________ 20__ at_____________________________.

(City and State)

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

By: ________________________________

(Signature of Bidder’s Authorized Officer or Representative)

______________________________

(Typed or Printed Name)

Title: ________________________________
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF ______________________

I, __________________________________, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
the __________________________________ of ___________________________________, the party submitting
(Title) (Bidder Name)
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the
undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person,
   partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false
   or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other
   bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication,
   or conference with anyone to fix the bid price, or that of any other bidder, or to fix any
   overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage
   against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof,
   or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any
   fee to any person, corporation, partnership, company, association, organization, bid depository, or to
   any member or agent thereof to effectuate a collusive or sham bid.

   Executed this ____ day of __________, 20__ at _________________________________.
   (City, County and State)

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

__________________________________________________
Signature

__________________________________________________
Name Printed or Typed

(_____) ________________________________
(Area Code and Telephone Number)
CERTIFICATE OF WORKERS’ COMPENSATION INSURANCE

I, _____________________________________ the __________________________ of ____________________________, declare, state and certify that:

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

   “Every employer except the state shall secure the payment of compensation in one or more of the following ways:
   
   (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
   
   (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

(Contractor Name)

By:____________________________________

(Signature)

_________________________________________

(Typed or printed name)
DRUG-FREE WORKPLACE CERTIFICATION

I, ____________________________________, am the __________________________ of __________________________

(Print Name) (Title)

(Contractor Name)

I declare, state and certify to all of the following:


2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor’s workplace and specifying actions which will be taken against employees for violation of the prohibition;

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

      i. The dangers of drug abuse in the workplace;

      ii. Contractor’s policy of maintaining a drug-free workplace;

      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

   D. Contractor agrees to fulfill and discharge all of Contractor’s obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at ________________________________ this ____ day of ____________________, 20____.

(Signature)

(Printed or Typed Name)
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AGREEMENT

THIS AGREEMENT is entered into in the City of Merced, County of Merced, State of California, by and between MERced COMMUNITY COLLEGE DISTRICT, a California Community College District hereinafter "District" and ___________________ ("Contractor").

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

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as (BID# 2022-04) SWIMMING POOL FENCING PROJECT. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, _______________ and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

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

3. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of _______________________________ Dollars ($__________________). The District’s payment of the Contract Price shall be in accordance with the Contract Documents. The Contract Price is based upon the Contractor’s Base Bid Proposal and the following Alternate Bid Items, if any: ________________________________.

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

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

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<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>00 01 10</td>
<td>Table of Contents</td>
<td>00 61 10</td>
<td>Bid Bond</td>
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<td>Notice Calling for Bids</td>
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<td>Performance Bond</td>
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<td>00 21 13</td>
<td>Instructions for Bidders</td>
<td>00 61 14</td>
<td>Labor &amp; Materials Payment Bond</td>
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<td>00 41 22</td>
<td>Bid Proposal</td>
<td>00 62 90</td>
<td>Verification of Certified Payroll Records Submittal to Labor Commissioner</td>
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<td>Bid Proposal; Alternate Bid Items Proposal</td>
<td>00 65 01</td>
<td>Conditional Waiver &amp; Release on Progress Payment</td>
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<td>00 43 36</td>
<td>Subcontractors List</td>
<td>00 65 02</td>
<td>Unconditional Waiver &amp; Release on Progress Payment</td>
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<td>00 45 10</td>
<td>DIR Registration Verification</td>
<td>00 65 03</td>
<td>Conditional Waiver &amp; Release on Final Payment</td>
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<td>00 45 13</td>
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<td>00 65 04</td>
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<td>00 45 19</td>
<td>Non-Collusion Affidavit</td>
<td>00 65 36</td>
<td>Contractor Guarantee Form</td>
</tr>
<tr>
<td>00 45 23</td>
<td>Certificate of Workers Compensation Insurance</td>
<td>00 65 37</td>
<td>Contractor Certification of Subcontractor Claim</td>
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6. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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

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

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<td>00 72 13</td>
<td>General Conditions</td>
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<td>00 52 00</td>
<td>Agreement</td>
<td>00 73 13</td>
<td>Special Conditions</td>
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**District**

Merced Community College District

By: _____________________________
Title: ____________________________

**Contractor**

[Contractor Name]

By: _____________________________
Title: ____________________________
BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as (BID# 2022-04) SWIMMING POOL FENCING PROJECT.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for Alternate Bid Items, if any.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

If suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees

[CONTINUED NEXT PAGE]
incurred by the Obligee in connection therewith, including without limitation, attorneys’ fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ________ day of ________________, 20___ by their duly authorized agents or representatives.

__________________________
(Surety Name)

By:

(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact’s Signature.)

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

__________________________
(Contact Name)

__________________________
(Street Address)

__________________________
(City, State & Zip Code)

(______) _____________  (______) ______________
Telephone    Fax

__________________________
(Email address)
KNOW ALL MEN BY THESE PRESENTS that we, ________________________________, as Surety and ___________________________________, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto MERCED COMMUNITY COLLEGE DISTRICT (“the Obligee”) for payment of the penal sum the penal sum of ___________________________________________________________ Dollars ($______________________) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as (BID# 2022-04) SWIMMING POOL FENCING PROJECT.

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

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

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

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

In the event of the Obligee’s termination of the Contract due to the Principal’s breach or default of the Principal’s obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal’s breach or default of the Contract Documents and Obligee’s termination of the Contract, the Surety shall notify Obligee in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense (“the Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this

[CONTINUED NEXT PAGE]
Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal’s denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of such denial, be justification for Surety’s failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

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

If suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal are jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys’ fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____day of __________, 20____ by their duly authorized agent or representative.

(Contractor-Principal Name)
By: ________________________________
(Signature)
Typed or Printed Name
Title: ________________________________
(Attach Notary Public Acknowledgement of Principal’s Signature)

(Certification)

(Surety Name)
By: ________________________________
(Signature of Attorney-In-Fact for Surety)
Typed or Printed Name of Attorney-In-Fact
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-In-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact’s Signature.)

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

(Contact Name)

(Street Address)

(City, State & Zip Code)

(______) ___-____
Telephone
Fax

(Email address)
KNOW ALL MEN BY THESE PRESENTS that we, _____________________________________________, as Surety and ________________, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto MERCED COMMUNITY COLLEGE DISTRICT ("the Obligee") for payment of the penal sum the penal sum of ___________________________________________________________ Dollars ($______________________) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as (BID# 2022-04) SWIMMING POOL FENCING PROJECT.

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

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

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term “Claimant” shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

If suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys’ fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration

[CONTINUED NEXT PAGE]
deletion, addition or other modification to the Contract Documents, the Work to be performed under the
Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ______ day of
____________, 20__ by their duly authorized agent or representative.

___________________________________________________________
(Contractor-Principal Name)

By: _______________________________________________________
(Signature)

___________________________________________________________
(Typed or Printed Name)

Title: _______________________________________________________
(Attach Notary Public Acknowledgement of Principal’s Signature)

___________________________________________________________
(Surety Name)

By: _______________________________________________________
(Signature of Attorney-In-Fact for Surety)

___________________________________________________________
(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public
Acknowledgment of Authorizing Signature on Attorney-Fact
Certification; and (iii) Notary Public Acknowledgement of Attorney-In-
Fact’s Signature)

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

___________________________________________________________
(Contact Name)

___________________________________________________________
(Street Address)

___________________________________________________________
(City, State & Zip Code)

    (_________________)        (_________________)
    Telephone                Fax

___________________________________________________________
(Email address)
VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER

I am the ________________________________ for ______________________________ in connection with (BID# 2022-04) SWIMMING POOL FENCING PROJECT.

1. This Verification is submitted to Merced Community College District concurrently with the Contractor’s submittal of an Application for Progress Payment to the District, identified as Application For Progress Payment No. ______________ (“the Pay Application”).

2. The Pay Application requests the District’s disbursement of a Progress Payment for the value of Work performed between ________________, 20___ and ________________, 20___.

3. The Contractor has submitted Certified Payroll Records (“CPR”) to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.

4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.

5. I have reviewed the Contractor’s CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.

6. I have reviewed the Subcontractors’ CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on the ____ day of _________________, 20___ at ________________________________.

(City and State)

By: ______________________________________

(Typed or Printed Name)
CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(Civil Code §8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

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<th>Name of Claimant</th>
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Conditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant’s receipt of payment from the financial institution on which the following check is drawn:

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<tr>
<th>Maker of Check</th>
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<tr>
<td>Amount of Check</td>
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<td>Check Payable To</td>
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Exceptions
This document does not affect any of the following:
1. Retentions.
2. Extras for which the claimant has not received payment.
3. The following payments for which the claimant has previously given a conditional waiver and release but has not received payment:
   - Date(s) of waiver and release: ______________________
   - Amount(s) of unpaid payment(s): ______________________
4. Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature
Claimant's Signature: ________________________________
Claimant's Title: ________________________________
Date of Signature: ________________________________
UNCONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(Civil Code §8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND 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 WAIVER AND RELEASE FORM.

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Unconditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $_______________.

Exceptions
This document does not affect any of the following:
1. Retentions.
2. Extras for which the claimant has not received payment.
3. Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature
Claimant's Signature: ______________________________
Claimant's Title: ______________________________
Date of Signature: ______________________________
CONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT
(Civil Code §8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

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Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant’s receipt of payment from the financial institution on which the following checks are drawn:

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Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: $__________________

Signature

Claimant’s Signature: ________________________________
Claimant’s Title: _________________________________
Date of Signature: ________________________________
UNCONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT
(Civil Code §8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND 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 WAIVER AND RELEASE FORM.

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Unconditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions
This document does not affect the following:
Disputed claims for extras in the amount of: $__________________

Signature
Claimant's Signature: _______________________________
Claimant's Title: _______________________________
Date of Signature: _______________________________
Contractor Guarantee

District: Merced Community College District
Project Name: (BID# 2022-04) SWIMMING POOL FENCING PROJECT
Contractor Name: ______________________________

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

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

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

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

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

Dated: ________________  By: ____________________________________
_______________________________________
(Signature)
_______________________________________
(Typewritten or Handwritten Name)
_______________________________________
(Title)
CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM

TO:        MERCED COMMUNITY COLLEGE DISTRICT ("DISTRICT")

RE:        (BID# 2022-04) SWIMMING POOL FENCING PROJECT

YYYY (Contractor)
ZZZZ (Subcontractor)

Subcontractor Claim

This Contractor Certification of Subcontractor Claim is submitted by YYY relating to (BID# 2022-04) SWIMMING POOL FENCING PROJECT to the District on behalf of ZZZZ.

1. I am the ______________________________ of the Contractor in connection with the above-described Project.
2. The Subcontractor has submitted the accompanying Subcontractor Claim to the Contractor for presentation to the District pursuant to Public Contract Code §9204.
3. I have personally reviewed the entirety of the Subcontractor Claim and all substantiating documentation in support of the Subcontractor Claim.
4. The Subcontractor Claim is made by the Subcontractor in good faith.
5. The Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor.
6. The Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et. seq.).
7. I am authorized: (i) to execute this Certification on behalf of the Contractor; and (ii) to submit this Certification and the accompanying Subcontractor Claim to the District.
8. I have personal first-hand knowledge of all of the foregoing.
9. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
10. Executed at __________________________, California, on ___________________, 20___.

________________________________________
(Signature)

________________________________________
(Print Name)

________________________________________
(Title)
GENERAL CONDITIONS
(BID# 2022-04) SWIMMING POOL FENCING PROJECT
ARTICLE 1: DEFINITIONS

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

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2.1 Information Required of District.
2.1.1 Surveys; Site Information.
2.1.2 Permits, Licenses, Approvals.
2.1.3 Drawings and Specifications.
2.1.4 Furnishing of Information.
2.2 District's Right to Stop the Work.
2.3 Partial Occupancy or Use.
2.3.1 District's Right to Partial Occupancy.
2.4 No Acceptance of Defective or Nonconforming Work.
2.5 District's Inspector.
2.5.1 Authority of District's Inspector.

ARTICLE 3: ARCHITECT

3.1 Architect's Administration of the Contract.
3.1.1 Administration of Contract.
3.1.2 Periodic Site Inspections.
3.1.3 Contractor Responsibility for Construction Means, Methods and Sequences.
3.1.4 Review of Applications for Payment.
3.1.5 Rejection of Work.
3.1.6 Submittals.
3.1.6.1 Architect's Review.
3.1.6.2 Time for Architect's Review.
3.1.7 Issuance of Construction Change Directive.
3.1.8 Changes to the Work; Change Orders.
3.1.9 Completion.
3.1.10 Interpretation of Contract Documents.
3.1.11 Request for Information.
3.2 Communications; Architect's Role.
3.3 Termination of Architect; Substitute Architect.
3.4 Project Manager.

ARTICLE 4: THE CONTRACTOR

4.1 Contractor Review of Contract Documents.
4.1.1 Examination of Contract Documents.
4.1.2 Field Measurements.
4.1.3 Dimensions; Layouts and Field Engineering.
4.1.4 Work in Accordance With Contract Documents.
4.2 Site Investigation; Subsurface Conditions.
4.2.1 Contractor Investigation.
4.2.2 Subsurface Data.
4.2.3 Subsurface Conditions.
4.3 Supervision and Construction Procedures.
4.3.1 Supervision of the Work.
4.3.2 Responsibility for the Work.
4.3.3 Surveys.
4.3.4 Construction Utilities.
4.3.5 Existing Utilities; Removal, Relocation and Protection.
4.3.6 Conferences and Meetings.
  4.3.6.1 Pre-Construction Conference.
  4.3.6.2 Progress Meetings.
  4.3.6.3 Special Meetings.
  4.3.6.4 Minutes of Meetings.
4.4 Labor and Materials.
  4.4.1 Payment for Labor, Materials and Services.
  4.4.2 Employee Discipline.
  4.4.3 Compliance with Immigration Reform and Control Act of 1986.
  4.4.4 Contractor's Supervisory Personnel.
  4.4.5 Prohibition on Harassment.
    4.4.5.1 District's Policy Prohibiting Harassment.
    4.4.5.2 Contractor's Adoption of Anti-Harassment Policy.
    4.4.5.3 Prohibition on Harassment at the Site.
4.5 Taxes.
4.6 Permits, Fees and Notices; Compliance With Laws.
  4.6.1 Payment of Permits, Fees.
  4.6.2 Compliance With Laws.
  4.6.3 Notice of Variation From Laws.
4.7 Submittals.
  4.7.1 Purpose of Submittals.
  4.7.2 Contractor's Submittals.
    4.7.2.1 Prompt Submittals.
    4.7.2.2 Approval of Subcontractor Submittals.
    4.7.2.3 Verification of Submittal Information.
    4.7.2.4 Information Included in Submittals.
    4.7.2.5 Contractor Responsibility for Deviations.
    4.7.2.6 No Performance of Work Without Architect Review.
  4.7.3 Architect Review of Submittals.
  4.7.4 Deferred Approval Items.
4.8 Materials and Equipment.
  4.8.1 Specified Materials, Equipment.
  4.8.2 Approval of Substitutions or Alternatives.
  4.8.3 Placement of Material and Equipment Orders.
  4.8.4 District's Right to Place Orders for Materials and/or Equipment.
  4.8.5 Contractor and Subcontractor Communication.
4.9 Safety.
  4.9.1 Safety Programs.
  4.9.2 Contractor Safety Plan.
  4.9.3 Safety Precautions.
  4.9.4 Safety Signs, Barricades.
  4.9.5 Safety Notices.
  4.9.6 Safety Coordinator.
  4.9.7 Emergencies.
  4.9.8 Hazardous Materials.
    4.9.8.1 General.
    4.9.8.2 Prohibition on Use of Asbestos Construction Building Materials ("ACBMs").
4.10 Maintenance of Documents.
  4.10.1 Documents at Site.
  4.10.2 Maintenance of Record Drawings.
4.11 Use of Site.
4.12 Clean-Up.
4.13 Access to the Work.
4.14 Facilities and Information for the District's Inspector.
  4.14.1 Information to District's Inspector.
4.15 Patents and Royalties.
4.16 Cutting and Patching.
4.18 Wage Rates; Employment of Labor.
  4.18.1 Determination of Prevailing Rates.
  4.18.2 Payment of Prevailing Rates.
  4.18.3 Prevailing Rate Penalty.
  4.18.4 Certified Payroll Records.
    4.18.4.1 Maintenance of Certified Payroll Records.
    4.18.4.2 Submittal of Certified Payroll Records to Labor Commissioner.
    4.18.4.3 Inspection of Certified Payroll Records.
  4.18.5 Hours of Work.
    4.18.5.1 Limits on Hours of Work.
    4.18.5.2 Penalty for Excess Hours.
    4.18.5.3 Contractor Responsibility.
  4.18.6 Apprentices.
    4.18.6.1 Employment of Apprentices.
    4.18.6.2 Apprenticeship Certificate.
    4.18.6.3 Ratio of Apprentices to Journeymen.
    4.18.6.4 Exemption From Ratios.
    4.18.6.5 Contributions to Trust
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5.1 Subcontracts.

5.2 Subcontractor DIR Contractor Registration

5.2.1 No Subcontractor Performance of Work Without DIR Registration.

5.2.2 Contractor Obligation to Verify Subcontractor DIR Registration Status

5.2.3 Contractor Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor

5.3 Substitution of Listed Subcontractor

5.3.1 Substitution Process.

5.3.2 Responsibilities of Contractor Upon Substitution of Subcontractor

5.4 Subcontractors’ Work

ARTICLE 6: INSURANCE; INDEMNITY; BONDS

6.1 Workers’ Compensation Insurance; Employer’s Liability Insurance.

6.2 Commercial General Liability and Property Insurance.

6.3 Builder’s Risk “All-Risk” Insurance.

6.4 Insurance Requirements

6.4.1 Coverage Limits

6.4.2 Deductibles.

6.4.3 No Modification or Cancellation Without Prior Notice to District.

6.4.4 District Additional Insured.

6.4.5 Certifications of Insurance.

6.5 Subcontractor’s Insurance.

6.6 Maintenance of Insurance.

6.7 Contractor’s Insurance Primary.

6.8 Indemnity.

6.9 Payment Bond; Performance Bond

ARTICLE 7: CONTRACT TIME

7.1 One Hundred Percent Completion of the Work Within Contract Time.

7.2 Progress and Completion of the Work

7.2.1 Time of Essence.

7.2.2 One Hundred Percent Completion.

7.2.3 Correction or Completion of the Work After One Hundred Percent Completion

7.2.3.1 Punchlist.

7.2.3.2 Time for Completing Punchlist Items. Final Completion.

7.2.4 Contractor Responsibility for Multiple Inspections.

7.2.5 Final Acceptance.

7.3 Construction Schedule.

7.3.1 Submittal of Preliminary Construction Schedule.

7.3.2 Review of Preliminary Construction Schedule.

7.3.3 Preparation and Submittal of Contract Construction Schedule.

7.3.4 Revisions to Approved Construction Schedule.

7.3.5 Updates to Approved Construction Schedule.

7.3.6 Contractor Responsibility for Construction Schedule.

7.4 Adjustment of Contract Time

7.4.1 Excusable Delays.

7.4.2 Compensable Delays.

7.4.3 Unexcusable Delays.

7.4.4 Adjustment of Contract Time

7.4.4.1 Procedure for Adjustment of Contract Time.

7.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays.

7.5 Liquidated Damages

ARTICLE 8: CONTRACT PRICE

8.1 Contract Price.

8.2 Cost Breakdown.

8.3 Progress Payments

8.3.1 Applications for Progress Payments.

8.3.2 Payment Application Review for Determination of Proper Payment Application.

8.3.3 Verification of Work Completed.

8.3.4 District’s Disbursement of Progress Payments

8.3.4.1 Timely Disbursement of Progress Payments.
8.3.4.2 Untimely Disbursement of Progress Payments.
8.3.4.3 District’s Right to Disburse Payments by Joint Checks.
8.3.4.4 No Waiver of Defective or Non-Conforming Work.
8.3.5 Progress Payments for Changed Work.
8.3.6 Materials or Equipment Not Incorporated Into the Work.
8.3.6.1 Limitations Upon Payment.
8.3.6.2 Materials or Equipment Delivered and Stored at the Site.
8.3.6.3 Materials or Equipment Not Delivered or Stored at the Site.
8.3.7 Exclusions From Progress Payments.
8.3.8 Title to Work.
8.3.9 Substitute Security for Retention.
8.4 Final Payment.
8.4.1 Application for Final Payment.
8.4.2 Conditions Precedent to Disbursement of Final Payment.
8.4.3 Disbursement of Final Payment.
8.4.4 Waiver of Claims.
8.4.5 Claims Asserted After Final Payment.
8.5 Withholding of Payments.
8.6 Payments to Subcontractors.
8.7 Computerized Job Cost Reporting System.
8.7.1 Job Cost Reporting.
8.7.2 Job Cost Reporting System Requirements.
8.7.3 Job Cost System Information.

ARTICLE 9:      CHANGES
9.1 Changes in the Work.
9.3 Oral Order of Change in the Work.
9.4 Contractor Submittal of Data.
9.5 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.
9.5.1 Adjustment to Contract Price.
9.5.1.1 Mutual Agreement.
9.5.1.2 Determination by the District.
9.5.1.3 Basis for Adjustment of Contract Price.
9.5.1.4 Contractor Maintenance of Records.
9.5.2 Adjustment to Contract Time.
9.5.3 Addition or Deletion of Alternate Bid Item(s).
9.6 Change Orders.
9.7 Contractor Notice of Changes.
9.8 Disputed Changes.
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GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

1.1 District. The “District” refers to Merced Community College District and unless otherwise stated, includes the District’s authorized representatives, including the Project Manager, if a Project Manager is designated, the District’s Board of Trustees and the District’s officers, employees, agents and representatives.

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

1.3 Architect. The Architect is the person or entity identified as such in the Agreement; references to the “Architect” include, as required by context of usage, the Architect’s employees and authorized representative(s) and the Architect’s Consultants and their employees and authorized representative(s).

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

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

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

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

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

1.9 Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion.

1.10 Special Conditions; Supplemental Conditions. Special Conditions and/or Supplemental Conditions, if any are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.

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

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

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

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

1.13 Shop Drawings; Samples; Product Data (“Submittals”). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Material Supplier, or others to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor, Subcontractors or Material Suppliers are collectively referred to as “Submittals”.

1.14 Division of State Architect (“DSA”). DSA is the California Division of the State Architect including without limitation DSA’s Office of Construction Services, Office of Design Services and the Office of Regulatory Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and Title 24 of the California Code of Regulations.

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

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

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

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

1.19 Project Manager. The Project Manager, if any, is the individual or entity designated as such in the Special Conditions. The Project Manager is an independent contractor retained by the District and shall be authorized and empowered to act on behalf of the District. In the event that a Project Manager is not designated in the Special Conditions, the District reserves the right to designate a Project Manager at any time during Contractor’s performance of the Work. The District reserves the right to remove or replace the Project Manager during Contractor’s performance of the Work. The designation of a Project Manager, if one has not been designated in the Special Conditions, or the removal or replacement of the designated Project Manager shall not result in adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor’s obligations hereunder.

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

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

1.22 Field Clarifications. A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents.

1.23 Defective or Non-Conforming Work. Defective or Non-Conforming Work is any Work which is unsatisfactory, faulty or deficient by: (i) not conforming to the requirements of the Contract Documents; (ii) not conforming to the standards of workmanship of the applicable trade or industry; (iii) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (iv) damage occurring prior to Final Completion of all of the Work.

1.24 Delivery. Delivery used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition at the Site pending incorporation into the Work.

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

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

1.27 Laws. Laws refer to all laws, ordinances, codes, rules and/or regulations promulgated by any governmental or quasi-governmental agency with jurisdiction over any portion of the Work and which apply to any portion of the Work, including those in effect as of the execution of the Agreement,
amendments thereto and subsequently enacted Laws that take effect during the performance of the Work. No adjustment of the Contract Time or the Contract Price shall be allowed for the Contractor's compliance with the Laws.

1.28 Construction Change Directive. A Construction Change Directive is a written instrument issued by or on behalf of the District to the Contractor directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. A material obligation of the Contractor is timely performance of Work noted in a Construction Change Directive.

ARTICLE 2: DISTRICT

2.1 Information Required of District.

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

2.1.2 Permits, Licenses, Approvals. Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work of the Contractor under the Contract Documents. If permits, licenses, approvals or similar approvals relating to the Work, or the installation/construction thereof are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall obtain the same without adjustment of the Contract Price or the Contract Time.

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

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

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

2.3 Partial Occupancy or Use.

2.3.1 District’s Right to Partial Occupancy. The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for security, maintenance, utilities, damage to the Work, insurance, the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the District’s Inspector, the Contractor and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the District is in conformity with the requirements of the Contract Documents and the District’s occupancy or use thereof is not impaired. The District’s use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed “completion” of the Work as that term is used in Public Contract Code §7107.

2.4 No Acceptance of Defective or Nonconforming Work. The District’s partial occupancy or use of the Work or any portion thereof, shall not constitute the District’s acceptance of the Work which is defective or non-conforming.

2.5 District’s Inspector.

2.5.1 Authority of District’s Inspector. In addition to the authority and rights of the District’s Inspector as provided for elsewhere in the Contract Documents and/or the Laws, all of the Work shall be performed under the observation of the District’s Inspector. The foregoing notwithstanding, the Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the District’s Inspector; such deviations shall be deemed defective or non-conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time. The performance of the duties of the District’s Inspector shall not relieve or limit the Contractor’s performance of its obligations under the Contract Documents.

2.5.2 Limitations on District’s Inspector. The does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. The District’s Inspector has no authority relative to the content or scope of the Contractor’s safety plan/program. The Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the District’s Inspector; such deviations shall be deemed Defective or Non-Conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time.

2.5.3 Contractor Access for District’s Inspector. The Contractor shall provide the District's Inspector with access to all parts of the Work at any time, wherever located and whether partially
or completely fabricated, manufactured, furnished or installed.

2.5.4 Contractor and District Responsibilities for Costs and Fees of District’s Inspector. The District is responsible only for payment of the fees of the District’s Inspector for standard eight (8) hour workday Mondays through Fridays, excepting holiday days (“District’s Inspector Standard Workdays”). Unless the District directs the Contractor to perform Work exceeding the District’s Inspector Standard Workdays, for any Work performed by the Contractor outside the District’s Inspector Standard Workdays, the Contractor shall be responsible for payment of District’s Inspector fees for District’s Inspector services relating to such Work. All services provided by the District’s Inspector exceeding an eight (8) hour workday Mondays through Fridays and/or the first eight (8) hours on Saturdays shall be at one and one-half (1½) times the District’s Inspector’s basic hourly rate. All hours of service provided by the District’s Inspector in excess of eight (8) hours on Saturdays, and all hours of service provided by the District’s Inspector on holiday days or on Sundays are at two (2) times the District’s Inspector’s basic hourly rate. Fees for services provided by the District’s Inspector beyond the District’s Inspector Standard Workdays set forth above are the sole responsibility of the Contractor; the District may deduct such fees from the Contract Price then or thereafter due the Contractor.

ARTICLE 3: ARCHITECT

3.1 Architect’s Administration of the Contract.
3.1.1 Administration of Contract. The Architect will provide administration of the Contract as described in the Contract Documents, and will be one of the District’s representatives during construction until the time that Final Payment. The Architect will advise and consult with the District, the Project Manager, if any, and the District’s Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the District to the extent provided for in the Contract Documents; and shall have the responsibilities and authority established by the Laws.

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

3.1.3 Contractor Responsibility for Construction Means, Methods and Sequences. The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor’s responsibility. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.1.4 Review of Applications for Payment. Pursuant to Article 8 hereof, the Architect will review the Contractor’s Payment Applications and for Final Payment, evaluate the extent of Work performed and verify to the District the amount properly due the Contractor on such Application for Payment.

3.1.5 Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect is authorized to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to exercise such authority shall
modify requirements of the Contract Documents or any obligation of the Contractor under the Contract Documents.

3.1.6 Submittals.

3.1.6.1 Architect’s Review. The Architect will review and approve or take other appropriate action upon Submittals for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor. The Architect’s review of the Contractor’s Submittals shall not: (i) modify or limit the Contractor’s obligations under the Contract Documents; (ii) requirements of the Contract Documents relating to the Work; (iii) approval of safety measures, programs or precautions; or (iv) construction means, methods, techniques, sequences or procedures. The Architect’s acceptance of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component with the Submittal(s) required and relating to such assembly have been reviewed by the Architect.

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

3.1.7 Issuance of Construction Change Directive. The Architect is authorized to issue Construction Change Directives.

3.1.8 Changes to the Work; Change Orders. The Architect will prepare Change Orders, and may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price.

3.1.9 Completion. In conjunction with the District, District’s Inspector, Project Manager, if any, and the Contractor, the Architect will conduct observations of the Work to determine the date(s) of One Hundred Percent Completion and Final Completion. If the District does not designate a Project Manager for the Work, the Architect shall: (i) be authorized to enforce the Contractor’s close-out obligations; and (ii) receive from the Contractor and the records, written warranties and related close-out materials assembled by the Contractor in accordance with the Contract Documents.

3.1.10 Interpretation of Contract Documents. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Architect’s response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. If no agreement is reached establishing the time for the Architect’s review and response to requests under this Article 3.1.10, the Architect shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will: (i) be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions; (ii) endeavor to secure faithful performance by both the District and the Contractor; (iii) not show partiality to either the District or Contractor; and (iv) not result in liability for results of interpretations or decisions so rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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

3.2 Communications; Architect’s Role. All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. If the District does not designate a Project Manager for the Work, communications between the Contractor and the District shall be through the Architect. Communications between separate contractors, if any, shall be through the Architect.

3.3 Termination of Architect; Substitute Architect. In case of termination of employment of the Architect, the District shall appoint a substitute architect whose status under the Contract Documents shall be that of the Architect.

3.4 Project Manager. If a Project Manager is designated for the Work, the Project Manager shall be a representative of the District until Final Completion is achieved and Final Payment is due the Contractor. The Project Manager is authorized to act on behalf of the District and in connection with the Work as set forth in the Contract Documents, including without limitation: (i) review of the Contractor’s Construction Schedule and updates thereto; (ii) review of the Contractor’s Applications for Payment and verification of the amount due the Contractor under an Application for Payment; (iii) conducting the Pre-Construction Meeting, Progress Meetings and/or Special Meetings and maintaining minutes thereof; and (iv) enforcement of the Contractor’s obligations under the Contract Documents, including the Contractor’s close-out obligations.

ARTICLE 4: THE CONTRACTOR

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

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

4.1.3 Dimensions; Layouts and Field Engineering. Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor is solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work.

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

4.2 Site Investigation; Subsurface Conditions.

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

4.2.2 Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades or below grade elevations are approximate only and are neither guaranteed or warranted by the District to be complete and accurate. The Contractor shall examine all boring and other subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the
4.2.3 Subsurface Conditions. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the District’s Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District’s investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code §7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

4.3 Supervision and Construction Procedures.

4.3.1 Supervision of the Work. The Contractor shall supervise and direct performance of the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

4.3.2 Responsibility for the Work. The Contractor is responsible to the District for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor is not relieved from its obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Project Manager, District’s Inspector or the Architect, or by tests, inspections or approvals required or performed by persons other than the Contractor.

4.3.3 Surveys. The Contractor shall prepare or cause to be prepared all detailed surveys necessary for performance of the Work, including without limitation, slope stakes, points, lines and elevations. The Contractor is responsible for the establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work without adjustment of the Contract Price. The Contractor is solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

4.3.4 Construction Utilities. The District will furnish and pay the costs of utility services for the Work as set forth in the Special Conditions; all other utilities necessary to complete the Work and the Contractor’s obligations hereunder shall be obtained by the Contractor without adjustment of the Contract Price or the Contract Time. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation, relocations and removal of temporary distributions thereof, shall be borne by the Contractor and included in the
Merced Community College District
(Bid #2022-04) Swimming Pool Fencing Project

Contract Price.
4.3.5 Existing Utilities; Removal, Relocation and Protection. In accordance with California Government Code §4215, the District assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Drawings, Specifications or other Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor’s failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities. The foregoing notwithstanding, the District is not required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified by the District in the Drawings, Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the District, the District’s inspector, the Architect, the Project Manager and the utility owner. If utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

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

4.3.6.1 Pre-Construction Conference. The Contractor’s representatives (and representatives of Subcontractors as requested by the District) shall attend a Pre-Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will address items such as the Contractor’s access to the Site, review of construction procedures and requirements and other matters pertaining generally to construction of the Work.

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

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

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

4.4 Labor and Materials.

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

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

4.4.3 Compliance with Immigration Reform and Control Act of 1986. The Contractor is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the “IRCA”); the Contractor shall also require Subcontractors and any other person or entity employing labor in connection with any of the Work to so similarly comply with the IRCA. The foregoing includes without limitation, verification that individuals engaged in any Work are legally entitled to do so.

4.4.4 Contractor’s Supervisory Personnel. Prior to start of Work at the Site, the Contractor shall submit to the District, Architect and Project Manager, a written statement of the qualifications of the Contractor’s proposed Superintendent and Project Manager for the Work. Acceptance of the Contractor’s proposed Superintendent and Project Manager is subject to establishing their: (i) skills, experience and other capabilities to supervise, coordinate and manage the Work; (ii) fluent verbal and written English language capabilities; (iii) competency in reading, comprehending and understanding drawings, specifications and other technical construction-related materials; and (iv) recent experience of in completing construction projects similar to the Work within the budget and time established for such other construction projects. Upon acceptance of the Contractor’s Superintendent or Project Manager by the District, the Contractor shall not be change such personnel without prior consent of the District, unless such personnel: (i) are unsatisfactory to the Contractor and ceases to be employed by the Contractor for the Work; or (ii) is determined by the District to be unfit, incompetent or incapable of performing functions and responsibilities assigned.

4.4.5 Prohibition on Harassment.

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

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

4.4.5.3 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.4.4.2 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. If the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, board of trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys’ fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.4.4.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

4.5 Taxes. The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

4.6 Permits, Fees and Notices; Compliance With Laws.
4.6.1 **Payment of Permits, Fees.** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work.

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

4.6.3 **Notice of Variation From Laws.** If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, regulations or rules, the Contractor shall promptly notify the Architect and the District’s Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to laws, statutes, ordinances, building codes, rules or regulations applicable to the Work without such notice to the Architect and the District’s Inspector, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

4.7 **Submittals.**

4.7.1 **Purpose of Submittals.** Submittals are not Contract Documents. Submittals are for the purpose of demonstrating, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

4.7.2 **Contractor’s Submittals.**

4.7.2.1 **Prompt Submittals.** The Contractor shall review, approve and submit to the Architect or such other person or entity designated by the District or the Contract Documents, the number of copies of Submittals required by the Contract Documents.

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

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

4.7.2.3 Verification of Submittal Information. By approving and submission of Submittals,
the Contractor represents to the District and Architect that the Contractor has determined
and verified materials, field measurements, field construction criteria, catalog numbers
and similar data related thereto and has checked and coordinated the information
contained within such Submittals with the requirements of the Work and of the Contract
Documents.

4.7.2.4 Information Included in Submittals. All Submittals shall be accompanied by a
written transmittal or other writing by the Contractor providing an identification of the
portion of the Drawings or the Specifications pertaining to the Submittal, with each
Submittal numbered consecutively for ease of reference along with the following
information: (i) date of submission; (ii) project name; (iii) name of submitting
Subcontractor; and (iv) if applicable, the revision number. The foregoing information is
in addition to, and not in lieu of, any other information required by the Contract
Documents for the Architect’s review, evaluation and acceptance of the Contractor’s
Submittals.

4.7.2.5 Contractor Responsibility for Deviations. The Contractor shall not be relieved of
responsibility for correcting deviations from the requirements of the Contract Documents
by the Architect’s review of Submittals unless the Contractor has specifically informed
the Architect in writing of such deviation at the time of submission of the Submittal and
the Architect has given written approval to the specific deviation. The Contractor shall
not be relieved of responsibility for errors or omissions in Submittals by the Architect’s
review thereof.

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

4.7.3 Architect Review of Submittals. The purpose of the Architect’s review of Submittals and
the time for the Architect’s return of Submittals to the Contractor shall be as set forth elsewhere
in the Contract Documents. If the Architect returns a Submittal as rejected or requiring
correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work,
shall promptly thereafter resubmit a Submittal conforming to the requirements of the Contract
Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance
with the Architect’s direction. When professional certification of performance criteria of
materials, systems or equipment is required by the Contract Documents, the Architect shall be
entitled to rely upon the accuracy and completeness of such calculations and certifications
accompanying Submittals. The Architect’s review of the Submittals is for the limited purposes
described in the Contract Documents. The following notations or notations of a similar nature
4.7.4 Deferred Approval Items. If any portion of the Work is designated in the Contract Documents as a “Deferred Approval” item, Contractor shall be solely and exclusively responsible for: (i) the design, engineering and specifying the materials/equipment forming any part of the Deferred Approval Item; (ii) integrating and/or coordinating the Deferred Approval Item with other portions of the Work; (iii) preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time; and (iv) timely obtaining DSA approval thereof.

4.8 Materials and Equipment.

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

4.8.2 Approval of Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that: (i) such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items; (ii) the Contractor certifies to the Architect and District that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute meet or exceed the quality, performance capability and functionality of the item or process specified; and (iii) demonstrate to the reasonable satisfaction of the Architect and District that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit calculations engineering, construction, dimension, visual, aesthetic and performance data to the Architect to permit its proper evaluation of the proposed substitution or alternative. If requested by the Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the Architect deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the Architect’s review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the Architect’s review and final action of the same shall be subject to removal pursuant to Article 12 hereof. The Architect’s decision evaluating the Contractor’s proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the Architect; provided, however, that in the event a substitution or alternative accepted by the Architect and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor’s furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees incurred by the District to review a proposed substitution or alternative, including noted on a reviewed Submittal will require the Contractor action noted below.

<table>
<thead>
<tr>
<th>Notation</th>
<th>Action Required</th>
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<tbody>
<tr>
<td>No Exceptions Taken</td>
<td>No formal revision required</td>
</tr>
<tr>
<td>Make Corrections Noted</td>
<td>Make revision noted; re-submission of revised Submittal not required</td>
</tr>
<tr>
<td>Revise and Re-Submit</td>
<td>Revise Submittal in accordance with notations and re-submit for revision</td>
</tr>
<tr>
<td>Rejected Re-Submit</td>
<td>Prepare new alternative Submittal and re-submit for review</td>
</tr>
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without limitation fees of the Architect, and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the Architect’s review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty-five (35) days following the date of the District’s award of the Contract to Contractor by action of the District’s Board of Trustees; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

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

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

4.8.5 Contractor and Subcontractor Communication. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Project Manager and the Architect for review, inspection and reproduction as may be requested from time to time. The foregoing is a material obligation of the Contractor hereunder.

4.9 Safety.
4.9.1 Safety Programs. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor’s safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.

4.9.2 Contractor Safety Plan. Prior to commencement of Work at the Site, the Contractor shall submit to the District and the Project Manager, if any, the Contractor’s Safety Plan for the Work for review and acceptance by the District. Acceptance by the District is subject to the Safety Plan conforming to requirements of the Laws, conditions at or about the Site and the nature of the Work. The Contractor shall modify its Safety Plan as necessary to obtain the District’s acceptance thereof. Notwithstanding the District’s acceptance of the Contractor’s Safety Plan, the Contractor shall remain solely responsible for implementing the Safety Plan and implementing measures as necessary to maintain safety of persons and property at and about the Site. The District’s acceptance of the Contractor’s Safety Plan shall not limit, restrict or otherwise modify the Contractor’s obligations relating to safety at or about the Site in accordance with the Contract Documents and the Laws.

4.9.3 Safety Precautions. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Contractor or Subcontractors; and (iii) other property or items at the Site, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement.

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

4.9.5 Safety Notices. The Contractor shall give or post all safety notices required by the Laws and comply with the Laws bearing on safety of persons or property or their protection from damage, injury or loss.

4.9.6 Safety Coordinator. The Contractor shall designate a responsible member of the Contractor’s organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Project Manager, District’s Inspector and the Architect.

4.9.7 Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss.

4.9.8 Hazardous Materials.

4.9.8.1 General. If the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively “Hazardous Materials”), the Contractor shall comply with all Laws applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

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

4.9.8.3 Disposal of Hazardous Materials. Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about the Site. The Contractor’s obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with the Laws.

4.10 Maintenance of Documents.

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

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

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

4.12 Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a “rake-clean” standard on a daily basis. If the Work includes painting and/or the installation of floor covering, before any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a “broom-clean” condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste materials, excess excavated materials, tools, Construction Equipment, machinery, surplus materials and any other items which are not the property of the District under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left by the Contractor in a neat and broom clean condition satisfactory to District. The District’s Inspector or Project Manager shall be authorized to direct the Contractor’s clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

4.13 Access to the Work. The Contractor shall provide DSA, the District, the Project Manager, the District’s Inspector and the Architect access to the Work, whether in place, preparation and progress and wherever located.

4.14 Facilities and Information for the District’s Inspector.

4.14.1 Information to District’s Inspector. The Contractor shall furnish the District’s Inspector access to the Work for obtaining such information as may be necessary to keep the District’s Inspector fully informed respecting the progress, quality and character of the Work and
materials, equipment or other items incorporated therein.

4.14.2 Facilities for District’s Inspector. Facilities, services or other items to be provided by the Contractor for use by the District’s Inspector, if any, shall be as set forth in the Special Conditions. If any such facilities, services or other items are designated in the Special Conditions and the Contractor fails or refuses to provide the same, the District may furnish such facilities, services or other items, with the costs, fees or expenses incurred to furnish the same being deducted from the Contract Price.

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

4.16 Cutting and Patching. The Contractor is responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

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

4.18 Wage Rates; Employment of Labor.

4.18.1 Determination of Prevailing Rates. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term “per diem wages” is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

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

4.18.3 Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit not more than Two
Hundred Dollars ($200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4.18.4 Certified Payroll Records.

4.18.4.1 Maintenance of Certified Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work.

4.18.4.2 Submittal of Certified Payroll Records to Labor Commissioner. The Contractor and each Subcontractor shall submit their respective Certified Payroll Records to the Labor Commissioner on forms, in the manner and within the times prescribed by the Labor Commissioner.

4.18.4.3 Inspection of Certified Payroll Records. The Certified Payroll Records of the Contractor and Subcontractors shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee’s payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested Certified Payroll Records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the
request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the Certified Payroll Records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of Certified Payroll Records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this Article 4.18.4, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor.

4.18.5 Hours of Work.

4.18.5.1 Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day’s work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (12) times the basic rate of pay.

4.18.5.2 Penalty for Excess Hours. The Contractor shall pay to the District a penalty of Twenty-five Dollars ($25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (12) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

4.18.5.3 Contractor Responsibility. Any Work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District.

4.18.6 Apprentices.

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

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

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

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

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

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

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

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

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

4.21 Progress Reports; DSA Verified Reports.

4.21.1 DSA Verified Reports: Contractor Actions. A material obligation of the Contractor is the completion by the Contractor of all actions and activities which by the Contract Documents or by the Laws are the responsibility of the Contractor relating to DSA reporting requirements pursuant to Education Code §81141 (including amendments thereto) and issuance of DSA’s Certificate of Compliance for the Project pursuant to Education Code §81147 (including amendments thereto) upon completion of the Work. The foregoing shall include without limitation, the timely preparation, completion and filing of Verified Reports during Project construction and the filing of the Final Verified Report with DSA within ten (10) days of the determination of Final Completion. Concurrently with submittal to DSA, the Contractor shall provide the District, District’s Inspector, Architect and Construction Manager with copies of all Verified Reports completed by the Contractor and submitted to DSA.

4.21.2 District Withholdings From Final Payment. The completion and filing of the Final Verified Report with DSA by the Contractor is an express condition precedent to the District’s disbursement of the Final Payment. If the Contractor fails to prepare and file the Final Verified
Report with DSA within ten (10) days of the determination of Final Completion, the District may in the sole and exclusive discretion of the District retain and withhold an amount not to exceed ten percent (10%) of the Final Payment from disbursement to the Contractor as damages for the failure of the Contractor to have timely and completely discharged its obligations hereunder. The Contractor acknowledges and agrees that the foregoing withholdings by the District is a reasonable estimate of the damages and other losses the District will sustain due to the failure of the Contractor to have timely and fully discharged its obligations hereunder.

4.21.3 Progress Reports. Progress Reports shall be completed by the Contractor for each day of construction activities at the Site and submitted to the District or Project Manager not later than 9:00 A.M. of the ensuing business day.

ARTICLE 5: SUBCONTRACTORS

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

5.2 Subcontractor DIR Contractor Registration.

5.2.1 No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor unless the Subcontractor is a DIR Registered contractor. The foregoing DIR contractor registration requirement is applicable for all Subcontractors, including without limitation, lower tier Subcontractors and Subcontractors who are not identified in the Contractor's Subcontractors List.

5.2.2 Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors are at all times during performance of the Work in full and strict compliance with DIR contractor registration requirements. The Contractor shall not permit or allow any Subcontractor to perform any Work without the Contractor's verification that the Subcontractor is in full and strict compliance with DIR contractor registration requirements.

5.2.3 Contractor Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor. If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work is not a DIR registered contractor at the time of opening of proposals for the Work or if a Subcontractor’s DIR contractor registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the Subcontractor who is not a DIR registered contractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

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

5.3.2 Responsibilities of Contractor Upon Substitution of Subcontractor. The District’s consent to Contractor’s substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any increase of the Contract Price or the Contract Time on account of such substitution. If the District consents to substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor (“Substituted Subcontractor”). If the Architect determines that revised or additional Submittals are required of a Substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than thirty (30) days following the date of the Architect’s written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by a Substituted Subcontractor in less than thirty (30) days, the Architect shall so state in its written notice to the Contractor. If the revised or additional Submittals are not submitted by Contractor within thirty (30) days, or such earlier time as determined by the Architect pursuant to the preceding sentence, following the Architect’s written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.3.2 shall conform to the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Architect, the District’s administrative costs and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.3.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.3.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

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

ARTICLE 6: INSURANCE; INDEMNITY; BONDS

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

6.2 Commercial General Liability. The Contractor shall purchase and maintain Commercial General
Liability, including coverage for the types of claims set forth below which may arise out of or result from
Contractor’s performance of the Work: (i) claims for damages because of bodily injury, sickness or
disease or death of any person other than the Contractor’s employees; (ii) claims for damages insured
by usual personal injury liability coverage; (iii) claims for damages, other than to the Work itself, because
of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for
damages because of bodily injury, death of a person or property damages arising out of ownership,
maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor’s
obligations under the Contract Documents; (vi) Completed Operations; and (vii) Contractor’s Pollution
Liability.

6.3 Builder’s Risk “All-Risk” Insurance. The Contractor, during the progress of the Work and until
Final Acceptance of all Work by the District, shall maintain Builder’s Risk “All-Risk” Completed Value
Insurance Coverage on all insurable Work included under the Contract Documents which coverage is
to provide extended coverage and insurance against vandalism and malicious mischief, perils of fire,
sprinkler leakage, civil authority, sonic boom, collapse and flood upon the entire Work which is the
subject of the Contract Documents, and including completed Work and Work in progress to the full
insurable value thereof. Contractor’s Builders Risk Insurance shall include coverage and insurance
against the perils of earthquake if so indicated in the Special Conditions. Such insurance shall include
the District as an additional named insured, and any other person with an insurable interest designated
by the District as an additional named insured. The risk of damage to the Work due to the perils covered
by the Builder’s Risk “All Risk” Insurance, as well as any other hazard which might result in damage to
the Work, is that of the Contractor and the Surety, and no claims for such loss or damage shall be
recognized by the District, nor will such loss or damage excuse the complete and satisfactory
performance of the Contract by the Contractor.

6.4 Insurance Requirements.

6.4.1 Coverage Limits. Minimum coverage limits for each policy of insurance required of the
Contractor hereunder are set forth in the Special Conditions.

6.4.2 Deductibles. The Contractor is solely and exclusively responsible for the payment of
deductibles, if any, under any policy of insurance required of the Contractor hereunder, without
adjustment to the Contract Price on account thereof.

6.4.3 No Modification or Cancellation Without Prior Notice to District. Coverages afforded
under policies of insurance required of the Contractor shall include provisions to the effect that
coverage thereunder will not be canceled or allowed to expire until at least thirty (30) days prior
written notice has been given to the District. Should any policy of insurance be canceled before
Final Acceptance of the Work by the District and the Contractor fails to immediately procure
replacement insurance as required, the District reserves the right to procure such insurance and
to deduct the premium cost thereof and other costs incurred by the District in connection
therewith from any sum then or thereafter due the Contractor under the Contract Documents.

6.4.4 District Additional Insured. The District shall be an additional insured under the
Contractor’s Commercial Liability and Builders Risk policies of insurance. The additional
Insured acknowledgement shall be submitted as a separate declaration from the Contractor’s
insurance provider (ACCORD form modifications are not acceptable).
6.4.5 Certificates of Insurance. Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District’s request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

6.5 Subcontractors’ Insurance. Contractor shall require that every Subcontractor, to obtain and maintain the policies of insurance set forth in Articles 6.1, 6.2 and 6.4 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform with the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors’ Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

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

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

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

6.9 Payment Bond; Performance Bond. Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor’s faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor’s performance of the Work under the Contract Documents. Unless otherwise stated in the Special Conditions, the amounts of the Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.9 may be deemed by the District as a default by the Contractor of a material obligation hereunder. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

ARTICLE 7: CONTRACT TIME

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

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

7.2.2 One Hundred Percent Completion. One Hundred Percent Completion is that stage in the progress of the Work when the Work or any designated portion thereof (whether described as milestones, phases, segments or other similar terms) is complete in accordance with the Contract Documents so the District can occupy or use the Work or designated portion thereof for its intended purpose. One Hundred Percent Completion shall be determined by the Architect, Project Manager, if any, and the District’s Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of One Hundred Percent Completion by the District’s Inspector, Project Manager, if any and the Architect shall be controlling and final.

7.2.3 Correction or Completion of the Work After One Hundred Percent Completion.

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

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

7.2.4 Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, all Punchlist items noted upon One Hundred Percent Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the Architect, Project Manager, if any and the District’s Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the District’s Inspector, Project Manager, if any, and the Architect shall be controlling and final.

7.2.5 Contractor Responsibility for Multiple Inspections. If the Contractor requests determination of One Hundred Percent Completion or Final Completion by the District’s Inspector, Project Manager, if any, and the Architect and it is determined by the District’s Inspector, Project Manager, if any, or the Architect that the Work does not then justify certification of One Hundred Percent Completion or Final Completion and re-inspection is
required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect, Project Manager, if any, and the District’s Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

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

7.3 Construction Schedule.

7.3.1 Submittal of Preliminary Construction Schedule. Within five (5) days following execution of the Agreement, the Contractor shall prepare and submit to the District, the Project Manager, if any, and the Architect a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower and other resources required for completion of each Construction Schedule activity; (iv) indicate costs for completion of each Construction Schedule activity; (v) identify each Submittal required by the Contract Documents, the date for the Contractor’s submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor. The Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor’s entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor’s Preliminary Construction Schedule. If the Construction Schedules required under this Article 7.3 incorporate therein any “float” time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. As used herein, “float time” shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

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

7.3.3 Preparation and Submittal of Contract Construction Schedule. Within ten (10) days of the District’s return of the Preliminary Construction Schedule to the Contractor pursuant to Article 7.3.2 above, the Contractor shall prepare and submit to the Architect and the Project Manager, if any, the Construction Schedule which incorporates therein the comments to the
Preliminary Construction Schedule. Upon the Contractor’s submittal of such Construction Schedule, the District, the Project Manager and the Architect shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the District will approve such Construction Schedule or will return the same to the Contractor with comments to the form or content. In the event there are comments to the form or content thereof, the Contractor, shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District’s approval of the form and content of a Construction Schedule, the same shall be deemed the “Approved Construction Schedule.” The District’s approval of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Approved Construction Schedule, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Further, the Approved Construction Schedule shall not operate to limit or restrict any of Contractor’s obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Approved Construction Schedule shall not be modified or revised by the Contractor without the prior consent, or direction, of the District and the Architect. Updates to the Approved Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Approved Construction Schedule. If the Approved Construction Schedule depicts completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Approved Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may depicted in the Approved Construction Schedule.  

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

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

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

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

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

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

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

7.4.4 **Adjustment of Contract Time.**

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

7.4.4.2 **Limitations Upon Adjustment of Contract Time on Account of Delays.** Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. In addition to the foregoing limitations upon extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule.
7.5 Liquidated Damages. Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Approved Construction Schedule; (ii) achieve One Hundred Percent Completion of the Work or designated portions thereof within the Contract Time, (subject to adjustments authorized under the Contract Documents); (iii) or to complete Punchlist items within the time established pursuant to the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Submittals are submitted, One Hundred Percent Completion or completion of the Punchlist items are achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District’s actual damages in the event of delayed submission of Submittals, One Hundred Percent Completion or completion of Punchlist items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District’s damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to complete Punchlist items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District’s assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District’s right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor’s execution of the Agreement.

ARTICLE 8: CONTRACT PRICE

8.1 Contract Price. The Contract Price is the amount stated in the Agreement and subject to adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for completion of the Work and other obligations of the Contractor under the Contract Documents. The District’s payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

8.2 Cost Breakdown. Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, in a form acceptable to the District, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown is subject to the District’s review and approval of the form and content thereof. If the District objects to any portion of the Cost Breakdown, within ten (10) days of the District’s receipt of the Cost Breakdown, the District shall notify the Contractor, in writing of the District’s objection(s) to the Cost Breakdown. Within five (5) days of the date of the District’s written objection(s), Contractor shall submit a revised Cost Breakdown to the District for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District has approved of the entirety of the Cost Breakdown. Upon the District’s approval of the Cost Breakdown, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted, conditioned or withheld in the sole discretion of the District. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor’s overhead, supervision and general conditions costs and profit, as such items are reflected in the Cost Breakdown, shall be made by the District in equal installments with its disbursements of Progress Payments and the Final Payment with the amount of each such installment equal to the aggregate amount of such items as reflected in the Cost Breakdown divided by the number of months of the Contract Time.

8.3 Progress Payments.

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

8.3.2 Payment Application Review for Determination of Proper Payment Application. Pursuant to Public Contract Code §20104.50, upon receipt of a Payment Application, the District's Inspector, the Project Manager, if any, and the Architect will review the Payment Application as soon as practicable for the purpose of determining that the Payment Application is a proper Payment Application. A Payment Application is “proper” only if information required by the form of Payment Application is completely and accurately provided by the Contractor and the Payment Application is accompanied by: (i) a summary listing of the Subcontractors/Material Suppliers entitled to payment of any portion of the requested Progress Payment, along with the amount of payment each Subcontractor/Material Supplier is entitled to receive from the Contractor from the proceeds of the requested Progress Payment; (ii) completed and executed form of Verification of Certified Payroll Records Submittal To Labor Commissioner; (iii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §8132 of the Contractor and Subcontractors/Material Suppliers covering the Progress Payment requested; (iv) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §8134 of the Contractor and Subcontractors/Material Suppliers covering the Progress Payment received by the Contractor under the immediately preceding Payment Application; (v) if applicable, a current union statement reflecting that the Contractor and Subcontractors are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by; and (vi) a certification by the Contractor that it has continuously maintained the Record Drawings reflecting the actual as-built conditions of the Work performed, be for which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Architect or the Project Manager prior to disbursement of the Progress Payment. Pursuant to Public Contract Code §20104.50, if a Payment Application determined by the District not to be a proper Payment Application it shall be returned by the District to the Contractor as soon as is practicable after receipt thereof, but in no event not more than seven (7) days after receipt. The District’s return of any Payment Application pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Payment Application is not proper.

8.3.3 Verification of Work Completed. Upon receipt of a Payment Application, the Architect, Project Manager, if any and the District’s Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with requirements of the Contract Documents and to determine the portion of the Payment Application which is properly due to the Contractor under the terms of the Contract Documents.

8.3.4 District’s Disbursement of Progress Payments.

8.3.4.1 Timely Disbursement of Progress Payments. Pursuant to Public Contract Code §20104.50, within thirty (30) days after the District’s receipt of a proper Payment Application, there shall be paid, by District, to Contractor a sum equal to ninety-five percent (95%) of the value of the Work indicated in the Payment Application which is actually in place as of the date of the Payment Application, as verified by the District’s Inspector, Project Manager, if any, and the Architect and the pro rata portion of the Contractor’s overhead, supervision and general conditions costs and profit for that month; provided, however, that the District’s obligation to disburse any Progress Payment shall be subject to the District’s receipt of all documents set forth in Article 8.3.2
above, each and all of which are conditions precedent to the District’s obligation to disburse Progress Payments. If a Payment Application is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Payment Application, as required by Article 8.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District’s timely disbursement of a Progress Payment is deemed to commence on the date that the District is actually in receipt of documents not submitted with the Payment Application, or corrections to documents with the Payment Application so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

8.3.4.2 Untimely Disbursement of Progress Payments. Pursuant to Public Contract Code §20104.50, if the District fails to make a Progress Payment within thirty (30) days after receipt of an undisputed and proper Payment Application, the District shall pay the Contractor interest on the undisputed amount of such Payment Application at the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, if the District determines that any Payment Application is not proper, pursuant to Article 8.3.2 above, and the District does not return such Payment Application within the seven (7) day period provided for in Article 8.3.2, the period of time for the District’s disbursement of the Progress Payment on such Payment Application without incurring interest liability shall be reduced by the number of days exceeding the seven (7) day return period.

8.3.4.3 District’s Right to Disburse Payments by Joint Checks. The District, may, in its sole discretion, issue joint checks to the Contractor and Subcontractors/Material Suppliers in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.

8.3.4.4 No Waiver of Defective or Non-Conforming Work. The approval of any Payment Application or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective or non-conforming Work.

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

8.3.6 Materials or Equipment Not Incorporated Into the Work.

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

8.3.6.2 Materials or Equipment Delivered and Stored at the Site. The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor’s submittal of a Payment Application requesting payment for such materials or equipment if all of the following are complied with: (i) the materials or equipment have been delivered to the Site; (ii) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials.
or equipment while in storage; and (iii) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District’s payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the Site pursuant to the preceding sentence shall be exercised exclusively by the District; the District’s exercise of discretion not to make payment shall not be deemed the District’s default hereunder. If the District elects to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (ii) and (iii) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.6.3 Materials or Equipment Not Delivered or Stored at the Site. No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site or which are in the process of fabrication or transportation to the Site.

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

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

8.3.9 Substitute Security for Retention. Pursuant to California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor’s performance under the Contract Documents at the request and expense of the Contractor and in conformity with the provisions of California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the Contractor to request the substitution of eligible and equivalent securities for monies to be withheld by the District within ten (10) days following the date of award of the Contract to Contractor shall be deemed a waiver of such right.

8.4 Final Payment.

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

8.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and
all of the following, the submittal of which are conditions precedent to the District’s obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District’s property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor’s receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no One Hundred Percent reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors/Material Suppliers in accordance with California Civil Code §§8136 or 8138, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; and (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, Stop Payment Notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

8.4.3 Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District’s obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute. If the Contractor fails to timely submit completed DSA Reports in accordance with Article 4.21.1 above, the Final Payment due the Contractor shall be reduced in accordance with Article 4.21.2 above.

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

8.4.5 Claims Asserted After Final Payment. Any lien, Stop Payment Notice or other claim filed or asserted after the Contractor’s acceptance of the Final Payment by any Subcontractor, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor and the Surety. The Contractor and Surety shall indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys fees incurred by the District in connection therewith.

8.5 Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors/Material Suppliers; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work.
under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Payment Notice Claims filed with the District pursuant to California Civil Code §9350 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents; or (viii) the Contractor’s failure to perform any of its obligations under the Contract Documents, its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Payment Application or Application for Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the District’s Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld.

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

8.7 Computerized Job Cost Reporting System.
8.7.1 Job Cost Reporting. The Contractor and each Subcontractor with a Subcontract valued at One Million Five Hundred Thousand Dollars ($1.5M) or greater shall maintain a computerized job cost reporting system conforming to the requirements set forth herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.
8.7.2 Job Cost Reporting System Requirements. The computerized job cost programs utilized by the Contractor and applicable Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Cost Breakdown and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (i) providing overall cost status on a monthly and cumulative basis; (ii) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (ii) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).
8.7.3 Job Cost System Information. Upon request of the District, the Contractor and applicable Subcontractors shall make available written job cost reports and/or provide the District with the electronic files of the then current or requested job cost report. The Contractor’s obligations hereunder are material.

ARTICLE 9: CHANGES
9.1 Changes in the Work. The District, at any time, by written order, may make Changes within the
9.2 **Construction Change Directive.** A Construction Change Directive is a written instrument issued by or on behalf of the District directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. The Contractor shall promptly commence and diligently complete any Change subject to a Construction Change Directive issued hereunder. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 is not a condition precedent to Contractor’s obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District’s right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

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

9.4 **Contractor Submittal of Data.** Within thirty (30) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the Architect, Project Manager, if any, the District’s Inspector and the District a detailed written statement setting forth the general nature of the Change, the adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating
9.5 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

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

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

9.5.1.2 Determination by the District. By the District, whether or not negotiations are initiated pursuant to Article 9.5.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor’s records. In the event that the procedure set forth in this Article 9.5.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor is deemed to have accepted the District’s determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor notifies the District, the Architect, Project Manager, if any and the District’s Inspector, in writing, not more than fifteen (15) days from the date of the District’s written notice, of any objection to the District’s determination. Failure of the Contractor to timely notify the District, the Architect and the District’s Inspector of Contractor’s objections to the District’s determination of the extent of adjustment to the Contract Price shall be deemed Contractor’s acceptance of the District’s determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District’s determination. Notwithstanding any objection of the Contractor to the District’s determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.5.1.2, Contractor shall, pursuant to Article 9.8 below, diligently proceed to perform and complete any such Change.

9.5.1.3 Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.5.1.1 or 9.5.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

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

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

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

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

9.5.1.4 Contractor Maintenance of Records. If the Contractor is directed to perform any Changes to the Work pursuant to Article 9.1, 9.2 or 9.3, or should the Contractor encounter conditions which the Contractor believes to obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. If more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. If any Subcontractor provides or performs any portion of a Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor’s Superintendent or Contractor’s authorized representative which shall constitute the Contractor’s representation and warranty to the District that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor relating to the costs of a Change to the Work shall be signed by such Subcontractor’s authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect, Project Manager, if any or the District’s Inspector upon request. If the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work, the District’s reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor’s obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.
9.5.2 Adjustment to Contract Time. If any Change to the Work authorized pursuant to this Article 9, the Contract Time affects the critical path of the Work, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. The Contractor is solely responsible for submitting scheduling data, analysis and other materials necessary or required by the District to substantiate the Contract Time adjustment requested by the Contractor for a Change. The District is not obligated to consider any adjustment to the Contract Time on account of a Change until the Contractor has submitted such scheduling data, analysis and other materials.

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

9.6 Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor’s attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District’s Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.6, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Trustees to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District’s approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

9.7 Contractor Notice of Changes. If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Manager, if any, the District’s Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor’s notice to the District’s Inspector and the Architect. Time is of the essence in Contractor’s written notice pursuant to the preceding sentence so that the District can promptly
investigate and consider alternative measures to the address such instruction, request, Drawings,
Specifications, action, condition, omission, default or other situation. Accordingly, Contractor
acknowledges that its failure, for any reason, to give written notice (with sufficient supporting
documentation to permit the District’s review and evaluation) within ten (10) days of its actual or
constructive knowledge of any instruction, request, Drawings, Specifications, action, condition,
omission, default or other situation for which the Contractor believes there should an adjustment of the
Contract Time or the Contract Price shall be deemed Contractor’s waiver, release, discharge and
relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or
the Contract Price on account of any such instruction, request, Drawings, Specifications, action,
condition, omission, default or other situation. In the event that the District determines that the Contract
Price or the Contract Time are subject to adjustment based upon the events, circumstances and
supporting documentation submitted with the Contractor’s written notice under this Article 9.7, any such
adjustment shall be determined in accordance with the provisions of Articles 9.5.1 and 9.5.2.

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

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

9.10 Minor Changes in the Work. The Architect may order minor Changes in the Work not involving
an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the
Contract Documents. Such Changes shall be effected by written order and shall be binding on the
District and the Contractor. The Contractor shall carry out such orders promptly.

9.11 Unauthorized Changes. Any Work beyond the lines and grades shown on the Contract
Documents, or any extra Work performed or provided by the Contractor without notice to the Architect
and the District’s Inspector in the manner and within the time set forth in Articles 9.2 or 9.7 shall be
considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured
or paid for, no extension to the Contract Time will be granted on account thereof and any such Work
may be ordered removed at the Contractor’s sole cost and expense. The failure of the District to direct
order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the
Contractor from any liability on account thereof.

ARTICLE 10: SEPARATE CONTRACTORS

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

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

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

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

**ARTICLE 11: TESTS AND INSPECTIONS**

11.1 **Tests; Inspections; Observations.**

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

11.1.2 **Cost of Tests and Inspections.** The District will pay for fees, costs and expenses for the initial tests/inspections of materials/equipment which are conducted at the Site or locations within a one hundred (100) mile radius of the Site. All fees, costs or expenses for subsequent tests/inspections or for tests/inspections conducted at a location more than a one hundred (100) mile radius from the Site (including without limitation, travel and travel-related expenses) shall be borne solely and exclusively by the Contractor.

11.1.3 **Testing/Inspection Laboratory.** The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. All such tests and inspections shall be in conformity with the Laws, including without limitation, Title 24 of the California Code of Regulations. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the District’s Inspector, the Project Manager or the Architect and not by the Contractor.

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

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

11.3 Timeliness of Tests, Inspections and Approvals. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 Inspection of the Work.
12.1.1 Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District, the Project Manager, the Architect and the District’s Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the Project Manager, the Architect, the District’s Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.
12.1.2 Limitations Upon Inspections. Inspections, tests, measurements, or other acts of the Architect and the District’s Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform with the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the District’s Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

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

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

12.4 Correction of Work. The Contractor shall promptly correct any portion of the Work rejected by the District, the Project Manager, the Architect or the District’s Inspector for failing to conform to the requirements of the Contract Documents, or which is determined by them to be defective, whether
observed before or after One Hundred Percent Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect’s services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor’s correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective.

12.5 **Removal of Non-Conforming or Defective Work.** The Contractor shall, at its sole cost and expense, remove from the Site all portions of the Work which are defective or are not in accordance with the requirements of the Contract Documents which are neither corrected by the Contractor nor accepted by the District.

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

12.7 **Acceptance of Defective or Non-Conforming Work.** The District may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable. The District’s determination of the extent of reduction of the Contract Price on account of defective or non-conforming Work accepted by the District shall be binding, conclusive, dispositive and not subject to appeal or other dispute resolution procedures, unless such determination is manifestly unreasonable.

**ARTICLE 13: WARRANTIES**

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

13.2 **Warranty Work.** If, within one (1) year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in
accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor’s Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the District’s Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor’s Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

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

13.4 Survival of Warranties; Surety Obligations. The Contractor’s warranty obligations hereunder shall survive the Contractor’s completion of Work under the Contract Documents, the District’s Final Acceptance or the termination of the Contract. The obligations of the Surety issuing the Performance Bond shall include assumption and discharge of the Contractor’s warranty obligations if the Contractor fails or refuses to perform its warranty obligations hereunder in strict conformity herewith.

ARTICLE 14: SUSPENSION OF WORK

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

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

ARTICLE 15: TERMINATION

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

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

15.1.3 **Completion by the Surety.** If the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above.

15.1.4 **Assignment and Assumption of Subcontracts.** The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.
15.1.5 Costs of Completion. In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District’s direct and indirect costs and expenses for completing the Work, including without limitation, attorneys’ fees, fees for additional professional and consultant services, and the District’s administrative costs, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District’s costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and Surety are jointly and severally liable for payment of such difference to the District.

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

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

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

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

ARTICLE 16: MISCELLANEOUS

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

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

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

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

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

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

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

16.8 Independent Contractor Status. In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District.

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

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

16.11 Dispute/Claims Resolution.

16.11.1 Public Contract Code §9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 (“Section 9204”) provided, however, that the Contractor’s initiation of Section 9204 procedures is expressly subject to the Contractor’s prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

16.11.1.1 Claim Defined. The term “Claim” shall be as defined in Section 9204.
16.11.1.2 Claim Documentation. The Contractor shall furnish reasonable documentation to support each Claim. “Reasonable documentation” includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragments supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

16.11.1.3 District Claim Review Statement. Within forty five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim (“Claim Review Statement”). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor’s responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim (“Undisputed Claim”) and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after the issuance date of the Claim Review Statement.

16.11.1.4 Meet and Confer.

16.11.1.4.1 Meet and Confer Demand. If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute (“Meet and Confer”). The Contractor’s Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor’s Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

16.11.1.4.2 Meet and Confer Statement. Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim (“Meet and Confer Statement”). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

16.11.1.5 Non-Binding Mediation.

16.11.1.5.1 Contractor Initiation. The Contractor may request nonbinding
mediation ("Mediation") of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor’s Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to demand Mediation procedures under Section 9204.

16.11.1.5.2 Mediator Selection. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor’s demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.

16.11.1.5.3 Mediation Procedures. Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.

16.11.1.5.4 Mediation Costs. All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.

16.11.1.5.5 Post-Mediation Disputed Claims. Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

16.11.1.5.6 Waiver. The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor’s compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.

16.11.2 Payments of Undisputed Claims. If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District’s credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.

16.11.3 Subcontractor Claims.

16.11.3.1 Subcontractor Claim Submittal. If a Subcontractor, of any tier (collectively “Subcontractor”) lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor (“Subcontractor Claim”). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor’s written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor...
Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.

16.11.3.2 Contractor Certification of Subcontractor Claim. The District’s review of Subcontractor Claims is expressly subject to the Contractor’s submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor’s review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

16.11.3.3 District Review of Subcontractor Claim. Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

16.11.3.4 Disputed Subcontractor Claims. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

16.11.4 Government Code Claim Requirements. Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Contractor, whether on behalf of itself or a Subcontractor, against the District for money or damages, including without limitation Claims or portions thereof remaining in dispute after completion of the Section 9204 non-binding dispute resolution procedures described above are deemed a “suit for money or damages” and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 (“Government Code Claims Process”). An express condition precedent to the Contractor’s initiation of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings pursuant to the following is the Contractor’s compliance with the Government Code Claims Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the Contractor and the District seeking money or damages to the District and acted upon or deemed rejected by the District in accordance with Government Code §900, et seq.

16.11.5 Section 20104.4 Dispute Resolution Procedures; Claims Less Than $375,000. Any Claim, or portion thereof, in dispute after completion of the Section 9204 non-binding dispute resolution procedures and the Government Code Claims Process which is equal to or less $375,000 shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to Section 9204 procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

16.11.5.1 Binding Arbitration of Claims Exceeding $375,000.
16.11.5.1.1 **JAMS Arbitration.** Any Claim, or portion thereof in dispute after completion of the Section 9204 procedures and the Government Code Claims Process which exceeds $375,000 and any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by binding arbitration conducted before one (1) retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

16.11.5.2 **Demand for Arbitration.** A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If more than one Demand for Arbitration is filed by either the District or the Contractor relating to the Work or the Contract Documents, all Demands for Arbitration shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor’s Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s).

16.11.5.3 **Discovery.** In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.

16.11.5.4 **Arbitration Award.** The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Contractor only if the Arbitration Award is: (i) supported by One Hundred Percent evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

16.11.5.5 **Arbitration Fees and Expenses.** The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys’ fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators’ fees but excluding attorneys’ fees, to the
prevailing party. By this arbitration provision, the District and the Contractor acknowledge and agree that neither shall recover from the other any attorney's fees associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder. The limited exceptions in the Contract Documents that provide attorney's fees for specific issues shall neither be construed as applying to this arbitration provision under California Civil Code §1717(a) nor be deemed to be “authorized by the Laws.”

16.11.5.6 Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Project Site is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Contractor has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

16.11.6 Inapplicability to Bid Bond. The arbitration proceedings described above are not applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond. All claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.

16.12 Limitation on Special/Consequential Damages. In the event of the District’s breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Contractor expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.

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

16.14 Attorneys’ Fees. Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys’ fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.

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

16.16 Days. Unless otherwise expressly stated, references to “days” in the Contract Documents shall be deemed to be calendar days.
16.17 **Entire Agreement.** The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

[END OF SECTION]
SPECIAL CONDITIONS

1. Application of Special Conditions. These Special Conditions for a part of the Contract Documents for the Work described as (BID# 2022-04) SWIMMING POOL FENCING PROJECT.

2. Project Manager. The District’s Project Manager for the Work is Marcus Metcalf.

3. Drawings and Specifications. The number of sets of the Drawings and Specifications which the District will provide to the Contractor, pursuant to Article 2.1.3 of the General Conditions is an electronic set. Additional sets of the Drawings and Specifications may be obtained by the Contractor from the District at the cost of reproduction. (Available Electronically)

4. Insurance Coverages.
   4.1. Contractor Insurance. Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

<table>
<thead>
<tr>
<th>Policy of Insurance</th>
<th>Minimum Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Per Occurrence: One Million Dollars ($1,000,000)</td>
</tr>
<tr>
<td>Insurance</td>
<td>Aggregate: Two Million Dollars ($2,000,000)</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>In accordance with the Laws</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>One Million Dollars ($1,000,000)</td>
</tr>
<tr>
<td>Builders Risk</td>
<td>Full insurable value of the Work;</td>
</tr>
<tr>
<td></td>
<td>Seismic coverage: Choose an item.</td>
</tr>
</tbody>
</table>

   4.2. Subcontractor Insurance. Pursuant to Article 6 of the General Conditions, each Subcontractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

<table>
<thead>
<tr>
<th>Policy of Insurance</th>
<th>Minimum Coverage Amount</th>
</tr>
</thead>
<tbody>
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<td>In accordance with the Laws</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>One Million Dollars ($1,000,000)</td>
</tr>
</tbody>
</table>

5. Contract Time. The commencement date of the Contract Time of the Work shall be as set forth in the Notice to Proceed issued by or on behalf of the District. The Contractor shall achieve One Hundred Percent (100%) Completion of the Work within (60) calendar days after the date for commencement of the Work set forth in the Notice to Proceed. The Contract Time shall not be extended if the Contractor commences Work after the date established in the Notice to Proceed for commencement of Work without fault or neglect of the District.

6. Liquidated Damages. The per diem rate of Liquidated Damages for delayed One Hundred Percent Completion, delayed submission of Submittals and delayed completion of Punchlist shall be as set forth herein.
   6.1. Delayed One Hundred Percent Completion. If One Hundred Percent Completion is not achieved
on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves One Hundred Percent Completion of the Work at the per diem rate of FIVE HUNDRED Dollars ($500.00).

6.2. Delayed Submission of Submittals. If the Contractor fails to submit a Submittal in accordance with the Submittal Schedule, the Contractor shall be liable to the District for Liquidated Damages for each delayed Submittal at the per diem rate of FIVE HUNDRED Dollars ($500.00) from the date that such Submittal was due to be submitted pursuant to the Submittal Schedule and the date that the Contractor actually submits the Submittal to the Architect.

6.3. Delayed Punchlist Completion. If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of FIVE HUNDRED Dollars ($500.00).

6.4. Surety Liability. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for Liquidated Damages due from the Contractor.

7. Mark-Ups on Changes to the Work. In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

7.1. Subcontractor Performed Changes. For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by all Subcontractors of any tier shall be Choose an item. In addition, for the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Choose an item. of the allowable actual direct labor and materials costs of Subcontractors performing the Change; the foregoing mark-up shall not be applied to the Subcontractor mark-up.

7.2. Contractor Performed Changes. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Choose an item.

7.3. Bond Premium Costs. In addition to the foregoing mark-ups on the direct costs of labor and materials, a bond premium expense in an amount equal to the lesser of the Contractor's actual bond premium rate of Choose an item. of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.

7.4. Exclusions From Mark-Up of Actual Costs. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.

8. Rain Days.

8.1. Rain Days Defined and Limitations on Rain Days. In addition to the requirements and limitations set forth in the Contract Documents, including without limitation Article 7.4.1 of the General Conditions, the Contract Time will be adjusted for unusually severe weather conditions resulting from rainfall only if: (i) the Contractor has taken reasonable measures to proceed with the Work notwithstanding inclement weather conditions; (ii) the Contractor demonstrates (by schedule analysis or other means) to the reasonable satisfaction of the District that the progress of Work on the critical path of the then current Construction Schedule was affected by unusually severe weather conditions resulting from rainfall; and (iii) the Contractor demonstrates to the reasonable satisfaction of the District that the Contractor could not re-sequence Work so that Work activities (whether or not on the critical path of the then current Construction Schedule) not affected by rainfall could have been performed on a Rain Day. The occurrence of precipitation by itself shall
not constitute a Rain Day. For purposes of the Contract Documents, a Rain Day occurs when: (ii) there is measurable rainfall occurring on a day when Work is scheduled to be performed at the Site; (ii) there is rainfall sufficiently continuous for at least a three (3) hour period; (iv) the rainfall is sufficiently severe to prevent performance of Work at the Site (rainfall is not deemed sufficiently severe to prevent Work at the Site if there are Work activities which are not materially affected by rainfall and which can be reasonably performed by the Contractor by re-sequencing Work activities); and (iv) after a Rain Day (as defined in (i), (ii) and (iii) above) has occurred, the conditions at the Site are adversely affected by rainfall so that a period of time is necessary to permit sufficient “drying out” of wet conditions at the Site sufficient to permit the continuation of Work.

8.2. Rain Days Incorporated Into Construction Schedules. Construction Schedules prepared by the Contractor shall incorporate the following Rain Days. The Contract Time shall not be subject to adjustment for unusually severe weather conditions until the number of Rain Days noted below are exceeded.

<table>
<thead>
<tr>
<th>Month</th>
<th>Rain Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>four (4)</td>
</tr>
<tr>
<td>February</td>
<td>four (4)</td>
</tr>
<tr>
<td>March</td>
<td>three (3)</td>
</tr>
<tr>
<td>April</td>
<td>two (2)</td>
</tr>
<tr>
<td>May</td>
<td>two (2)</td>
</tr>
<tr>
<td>June</td>
<td>none</td>
</tr>
<tr>
<td>July</td>
<td>none</td>
</tr>
<tr>
<td>August</td>
<td>none</td>
</tr>
<tr>
<td>September</td>
<td>none</td>
</tr>
<tr>
<td>October</td>
<td>two (2)</td>
</tr>
<tr>
<td>November</td>
<td>three (3)</td>
</tr>
<tr>
<td>December</td>
<td>four (4)</td>
</tr>
</tbody>
</table>

9. Hours and Days of Work at the Site.

9.1. Work Hours/Days. Subject to limitations set forth elsewhere in the Contract Documents and below, the hours/days of Work at the Site are: 7am – 5pm Mondays through Fridays, except for holiday days.

9.2. Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; or (ii) when other special events or functions are scheduled. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor’s Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.

9.3. Facilities/Services for District Inspector. Unless otherwise expressly provided in the Contract Documents, pursuant to Article 4.14.2 of the General Conditions, the Contractor, without adjustment of the Contract Price, shall provide, or cause to be provided, for use by the District Inspector during prosecution of the Work, the following: (i) lockable temporary office space consisting of sufficient space to accommodate Project Inspectors assigned to the Work; (ii) furniture and furnishings consisting of desks and chairs for use by Project Inspectors assigned to the Work, file storage, one (1) conference table and seating sufficient to accommodate seating for at least four (4) people; (iii) landline phone; (iv) plain paper fax machine; (v) landline telephone and fax service; (vi) internet service; and (vii) plain paper copier with copy speed of no greater than thirty five (35) pages per minute.
10. Permits, Fees and Approvals. In addition to permits or approvals obtained by the District for the Work, the Contractor shall obtain the following permits, approvals and other authorizations from any public agency with jurisdiction over any portion of the Work. The Contractor shall obtain the permits, approvals and/or authorizations set forth below: (i) without adjustment of the Contract Price, unless otherwise indicated below; and (ii) without adjustment of the Contract Time.

<table>
<thead>
<tr>
<th>Contractor Obtained Permit, Approval or Authorization</th>
<th>Cost Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred Approval Items</td>
<td>No reimbursement to Contractor; cost included in Contract Price.</td>
</tr>
<tr>
<td></td>
<td>No reimbursement to Contractor, cost included in Contract Price.</td>
</tr>
</tbody>
</table>

For any off-site work requiring City or County review and/or approval, Contractor shall coordinate and schedule inspections with City or County.

11. Construction Utilities. The Contractor shall obtain and pay for all site utilities required to complete the Work.

12. Use of Site.
12.1. Staging/Storage. Staging/storage areas shall be restricted to areas designated in the Contract Documents for such purposes. The Contractor, without adjustment of the Contract Price or the Contract Time, shall secure and pay for the use of additional storage, staging areas, or work areas needed for operations. The Contractor and Subcontractors are responsible for following the requirements established in the Contract Documents for deliveries, storage trailers, office trailers and temporary utilities. The Contractor and Subcontractors shall coordinate material and equipment deliveries with the District and to ensure that materials can be off-loaded efficiently and that Site use operations are maintained in an orderly fashion. If any materials or equipment stored at the Site obstruct the performance of any portion of the Project or otherwise interfere with District operations or activities, these materials shall be removed and relocated by the Contractor without adjustment of the Contract Price or the Contract Time. If the Contractor fails or refuses to comply with the foregoing staging/storage requirements and limitations within a reasonable time, but not more than twenty four (24) hours after notice, the District reserves the right to take measures to comply with such requirements or limitations, with the costs of such measures being the sole responsibility of the Contractor.

12.2. Site Logistics Plan. Prior to commencement of Work at the Contractor, the Contractor prepare a Site Logistics Plan which include, without limitation: delivery routes, storage/staging areas, jobsite trailer locations, wash out areas, and other similar activities. The Site Logistics Plan shall: (i) take into account emergency vehicle ingress/egress; pedestrian paths of travel and disabled persons paths of travel; (ii) be subject to review and acceptance by the District; and (iii) be subject to modification during performance of the Work.

12.3. Parking. Personnel of the Contractor, Subcontractors and others performing Work at the Site will be allowed to park vehicles in areas outside the Site, with a valid District parking permit, in the parking spaces at a location designated by the District. Parking permit charges, if any, shall be borne and paid by the Contractor without adjustment of the Contract Price. The foregoing notwithstanding, the extent or location of parking for such personnel may be limited, restricted, eliminated or modified by the District as reasonably necessary to facilitate and accommodate necessary parking for the District's students, staff and visitors. Neither the Contract Price nor the Contract Time shall be adjusted as a result of any such District modifications to the extent or location of parking.

12.4. Prohibition on Smoking. The District has implemented policies and practices limiting and restricting smoking on District property, including the Site. The Contractor is solely responsible
for obtaining the District's current non-smoking policy and: (i) notifying Subcontractors of the District's non-smoking policies; (ii) informing employees of the Contractor and Subcontractors of the District's non-smoking policies; (iii) posting notices at the Site summarizing the District's non-smoking policies; (iv) complying with the Laws relating to smoking limitations and restrictions; and (v) taking appropriate actions if the District’s non-smoking policies are violated or limitations/restrictions imposed by the Laws are violated, including without limitation, removal of personnel violating such policies, limitations or restrictions.

[END OF SECTION]
SECTION 011100
SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Access to site.
   4. Coordination with Occupants.
   5. Work restrictions.
   7. Proposed Project Schedule

B. Related Sections:
   1. Division 00 Section “Instructions to Bidders”.
   2. Division 00 Section “Bid Proposal Form”.
   3. Division 00 Section “Agreement Between Owner and Contractor”.
   4. Division 00 Section “General Conditions”.
   5. Division 01 Section “Allowances” for Allowances to be included in the Base Bid.
   6. Division 01 Section “Temporary Facilities and Controls” for limitations and procedures governing temporary use of Owner’s facilities.
   7. Division 01 Section “Selective Demolition”.
   8. Division 03 Section “Post Installed Concrete Anchors”
   9. Division 03 Section “Cast-In-Place Concrete”.
   10. Division 32 Section “Secure Weld Plus Decorative Ornamental Steel Fence”.

1.3 PROJECT INFORMATION

A. Project Identification:

Merced College Swimming Pool Fencing Project
3600 M Street
Merced, CA 95348

Architect’s Project Number: 21-12270
Owner Bid Number: 2022-04

B. Owner:
Merced Community College District
3600 M Street
Merced, CA 95348

Telephone: (559) 384-6005

Contact: Marcus Metcalf, Director of Capital Projects and Construction

C. Architect:

TETER, LLP
7535 North Palm Avenue, Suite 201
Fresno, California 93711

Telephone: (559) 437-0887
Contact: James E. Hickman, Jr.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of the following:
1. Existing Pool Complex cyclone fence to be removed and replaced with new SECURE-WELD PLUS panels and gates. Existing galvanized fence posts to remain and will be sleeved with New Square tube posts where applicable.
2. Summary of construction activities include, but are not necessarily limited to:
   a. Existing fencing to be removed and disposed of by the Contractor. Any existing fence indicated to remain and which have been damaged by the Contractor shall be replaced by him at his expense.
   b. Existing galvanized fence posts to remain and will be sleeved with New Square tube posts where applicable.
   c. All entrance paths to accommodate ADA access.
   d. Any abrasions or field welds that cause damage to the factory-applied coatings shall be thoroughly cleaned, re-primed, and touched up by the Contractor. The paint used for touch up shall be the same quality, color and gloss to provide a match to the manufacturer’s finish.
   e. The entire fence system shall have a written 10 Year Warranty against rust and defects in workmanship and materials.

B. The description of work above is not all-inclusive and is solely provided as a summary for the convenience of the Contractor; refer to Drawing and Specifications for extent of work.

C. Type of Contract: Project will be constructed under single prime contract.

1.5 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor’s use of Project site is limited only by Owner’s right to perform work or to retain other contractors on portions of Project.
B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

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

1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather-tight condition throughout construction period. Repair damage caused by construction operations.

E. Assume full responsibility of protection and safekeeping of Contractor's and Owner's materials stored on premises. Coordination with Inspector the location of materials stored on premises. Provide barricades, barriers and enclosures as required to ensure student and faculty safety from material stored on premises.

F. Move any stored products which interfere with operations of Owner.

G. Obtain and pay for use of additional storage or work areas needed for operations.

H. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

1.6 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of **7:00 a.m. to 5:00 p.m.**, Monday through Friday, except as otherwise indicated.

1. Submit a written request to the Architect for work hours outside of the indicted on-site hours; request subject to review by the Owner.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect, and Owner not less than 2 days in advance of proposed utility interruptions.
2. Obtain Architect's, and Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Architect, and Owner not less than 2 days in advance of proposed disruptive operations.
2. Obtain Architect's, and Owner's written permission before proceeding with disruptive operations.

E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor air intakes.

F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. General: Specifications establish minimum quality standards for products, materials, and installation requirements unless more stringent requirements are indicated on the Drawings; Drawings establish material and product location and quantity.

1. Where requirements for materials and/or products indicated on the Drawings are not specified, provide heavy duty commercial grade products and materials.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements shall be complied with by Contractor unless specifically stated otherwise.

D. Drawing Content, Material and Product Identification: Materials and products are identified on Drawings by typical generic terms used in the individual Specification Sections unless materials and products are described in detail on the Drawings.

1.9 PROPOSED PROJECT SCHEDULE

A. February 21, 2022: First Advertisement
B. February 28, 2022: Second Advertisement
C. March 02, 2022 @ 10:00AM: Mandatory Pre-Bid Job Walk
D. March 16, 2022: Last day for submission for RFI’s
E. March 23, 2020 at 2:00 PM: Bid Opening
F. April 12, 2022: Board Meeting – Award of Project
G. April 19, 2022: First Day of Work on Campus
H. June 17, 2022: Estimated Completion Date

PART 2 - PRODUCTS  (Not Used)

PART 3 - EXECUTION  (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative requirements for Addenda issued prior to bid opening.

B. Related Requirements:
   1. Division 00 Sections as applicable to contract requirements and modifications.
   2. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
   3. Division 01 Section "Contract Modification Procedures" for changes to the Contract Documents after award of the Contract.

1.3 NOTICE TO BIDDERS

A. Addenda will be issued to registered plan holders for changes to the drawings and specifications during the bidding period prior to the bid opening. Addenda shall serve to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addenda affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

1.4 GOVERNING AGENCY REVIEW AND APPROVAL

A. Addenda shall be submitted to the Authority having Jurisdiction (AHJ) by the project Architect and shall be approved by the AHJ in order to be officially incorporated into the construction documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing contingency allowances.

B. Related Requirements:

1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Proposal Requests and Change Orders.

1.3 CONTINGENCY ALLOWANCES

A. Contingency Allowance: A dollar amount included in the Contract Sum, for use at the Owner’s discretion for Owner's purposes, and only by Change Order that indicates the amount to be charged to the allowance.

B. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.

C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

D. Lump Sum Contingency Allowance: Include a contingency allowance of $3,000.00 for use according to Owner's written instructions.

1. Allowance No. 1 Unforeseen Conditions: Include the sum of $3,000.00, Lump-Sum Not to Exceed for unforeseen conditions not addressed within the contract documents.

2. This allowance includes material cost, receiving, handling, installation, and contractor overhead and profit.

3. Prior approval and use of this Allowance by the owner is required. Lack of owner approval maybe grounds for rejection of any contractor submitted costs.

4. Contractor shall submit all material invoices for material being replaced as part of the allowance. Any portion of the allowance that is not used will be credited back to the owner in a deductive Change Order.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used).

END OF SECTION
SECTION 012500
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:
   1. Division 00 Section “Instructions to Bidders” and other Division 00 Sections as applicable to substitution requests prior to submission of bids.
   2. Division 01 Section “Contract Modification Procedures” for changes to Construction Documents.”
   3. Division 01 Section “Product Requirements” for requirements for submitting comparable product submittals for products by listed manufacturers.
   4. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor that are not required in order to meet other Project requirements but may offer advantage to the Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title, and Drawing numbers and titles.

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

3. Architect’s Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later. Architect will not act on any Post-Bid Substitutions until 7 days following the submission of the Schedule of Values per Division 01 Section “Payment Procedures.”

a. Forms of Acceptance:

1) Substitutions Prior to Bid: Addenda will be issued for substitutions accepted prior to bid.
2) Substitutions After Award of Contract: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.

b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions Prior to Bid: Architect will consider requests for substitution if received within 21 days prior to the submission of bids. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider bidder’s request for substitution when the following conditions are satisfied.

   a. Substitutions prior to bid shall also be subject to the requirements of applicable Division 00 Specification Sections.
   b. Substitutions prior to bid shall comply with the requirements for Substitutions for Cause or Substitutions for Convenience as applicable.

2. Substitutions requested by bidders during the bidding period, and accepted by Addendum prior to award of the Contract, are considered as included in the Contract Documents.

B. Substitutions After Award of Contract: The Contractor after award of the Contract, as allowed by the General Conditions, may submit materials and methods to be considered for substitutions.

1. The following are not considered to be substitutions:

   a. Revisions to the Contract Documents requested by the Owner or Architect.
   b. Specified options of products and construction methods included in the Contract Documents.
c. The Contractor’s compliance with governing regulations and orders issued by governing authorities.

C. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 21 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor’s request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Substitution request is fully documented and properly submitted.
   c. Requested substitution will not adversely affect Contractor’s construction schedule.
   d. Requested substitution has received necessary approvals of authorities having jurisdiction.
   e. Requested substitution is compatible with other portions of the Work.
   f. Requested substitution has been coordinated with other portions of the Work.
   g. Requested substitution provides specified warranty.
   h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

D. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor’s request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner’s additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   b. Requested substitution does not require extensive revisions to the Contract Documents.
   c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   d. Substitution request is fully documented and properly submitted.
   e. Requested substitution will not adversely affect Contractor’s construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION

(Substitution Request Form included on the following page)
SUBSTITUTION REQUEST FORM

FOR:  (Bid# 2202-04) MCCD - SWIMMING POOL FENCING PROJECT

We hereby submit for your consideration the following product instead of the specified item for the above project:

SECTION  PARAGRAPH  SPECIFIED ITEM

Proposed Substitution: ________________________________________________________________

Attach complete technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proposed installation.

Fill in the blanks below:

A. Does the substitution affect dimension on Drawings:


B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?


C. What affect does substitution have on other trades?


D. Difference between proposed substitution and specified item?


E. Manufacturer's guarantees of the proposed and specified items are:

    _____ Same  _____ Different (explain on attachment)

F. Cost difference between proposed substitution and specified item - savings to Owner?


The undersigned states that the function, appearance and quality are equivalent or superior to the specified item and will be at no additional cost to the Owner.

Submitted to the Architect by:

Signature: ___________________________________________  For Use by Design Consultant

Firm: ________________________________________________

Address: ____________________________________________

Date: ________________________________________________  By: _________________________________

Telephone: ___________________________________________

Remarks: ______________________________________________
SECTION 012600
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications including the following:
   1. Governing Agency requirements.
   2. Architect’s Supplemental Instructions.
   5. Change Orders.

B. Related Requirements:
   1. Division 00 Sections as applicable to contract requirements and modifications.
   2. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 DEFINITIONS

A. Contract Modification: A change to the Contract Agreement between the Owner and the Contractor affecting the Contract Documents, the Contract Time, and/or the Contract Amount.

B. Change Order (CO): A document defining Contract Modifications. Change Orders shall be issued by the Architect and shall be signed by the Architect, Owner, and Contractor.

C. Construction Change Document (CCD): A form required by DSA for documentation of changes to the DSA approved Construction Documents.

D. Architect’s Change Directive (ACD): A form utilized by the Architect directing the Contractor to proceed with a change that may or may not require DSA approval.

E. Architect’s Supplemental Instruction (ASI): For minor changes in the Work not involving adjustment to the Contract Sum or the Contract Time, the Architect will issue Architect’s Supplemental Instructions authorizing such changes.
1.4 CHANGES TO GOVERNING AGENCY APPROVED CONSTRUCTION DOCUMENTS

A. Governing Agency Review and Approval: Changes to the Construction Documents are subject to review and approval by the authorities having jurisdiction.

1.5 CHANGES TO DSA APPROVED CONSTRUCTION DOCUMENTS

A. Division of the State Architect: For projects under the jurisdiction of the Division of the State Architect (DSA), Changes to the Construction Documents shall be reviewed and approved by DSA. Changes to the Construction Documents shall be submitted to DSA by the Architect, submittals for changes shall include DSA Form 140 “Application for Submittal of Post-Approval Document.”

B. DSA Hourly Fee Services: Changes to DSA approved Construction Documents shall be reviewed by DSA and shall be subject to DSA Hourly Fee Services. Charges will be made to the Owner by DSA.

1. Where changes to DSA approved Construction Documents are the result of actions by the Contractor, the Contractor shall be liable for DSA Hourly Fee Services as described in Division 01 Section “DSA Hourly Fee Services.”

1.6 ARCHITECT’S SUPPLEMENTAL INSTRUCTION

A. Architect’s Supplemental Instruction (ASI): For minor changes in the Work not involving adjustment to the Contract Sum or the Contract Time, the Architect will issue Architect’s Supplemental Instructions authorizing such changes.

1. Architect’s Supplemental Instructions affecting changes to the Construction Documents shall be subject to governing agency review and approval, and shall be accompanied by appropriate DSA CCD documentation.

2. Contractor’s Response:

   a. Contractor shall perform the work indicated in the Architect's Supplemental Instruction without adjustment to the Contract Sum or the Contract Time.

   b. If the Contractor determines that an adjustment to the Contract Sum or the Contract Time is necessary due to the Architect’s Supplemental Instruction, the Contractor shall respond to the Architect's Supplemental Instruction as if it were an Architect/Owner initiated Proposal Request.

1.7 ARCHITECT’S CHANGE DIRECTIVE


1. Architect’s Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
2. Architect’s Change Directives affecting structural, fire/life safety, and/or access compliance shall be accompanied by appropriate approved DSA CCD documentation.

3. Architect’s Change Directive shall be issued by the Architect and shall be signed by the Architect.

B. Documentation by Contractor: Maintain detailed records on a time and material basis of work required by the Architect’s Change Directive.

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

1.8 PROPOSAL REQUESTS

A. General: Proposal Requests allow the Contractor to respond to proposed changes in the Work that involve an adjustment to the Contract Sum or the Contract Time. Proposal Requests are not instructions to stop work in progress or execute proposed changes. Upon Owner's approval of a Proposal Request, Architect will issue a Change Order instructing the Contractor to proceed with the proposed changes (Refer to Part 1 Article “Change Order Procedures”).

B. Architect/Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

   1. Contractor’s Response: Within time specified in Proposal Request, or not more than 7 days after receipt of Proposal Request when not otherwise specified, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

      c. Include costs of labor and supervision directly attributable to the change.

      d. Include an updated Contractor’s construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

      e. Quotation Form: Use forms acceptable to Architect.

C. Contractor-Initiated Proposals: If conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect. Architect will not act on any Contractor Initiated Proposals until 7 days following the submission of the Schedule of Values per Division 01 Section “Payment Procedures.”
1. Include a statement outlining 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 the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor’s construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section “Substitution Procedures” if the proposed change requires substitution of one product or system for product or system specified.

D. Architect’s Response: Within 7 days after receipt of Contractor’s response to Architect/Owner initiated Proposal Request or Contractor’s Proposal, Architect will:
   1. Issue a Change Order for accepted proposals.
   2. Notify the Contractor of unacceptable proposals.
   3. Issue an Architect’s Change Directive where changes are necessary for the progress of the Work and changes to the Contract Sum and the Contract Time are in dispute.

1.9 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Division 01 Section “Allowances” (if applicable) for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit-Price Adjustment: See Division 01 Section “Unit Prices” (if applicable) for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.10 CHANGE ORDER PROCEDURES

A. On Owner’s approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on form provided by Architect.

   1. Change Orders affecting changes to the Construction Documents shall be subject to governing agency review and approval, and shall be accompanied by appropriate DSA CCD documentation.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative provisions for preparation, submittal and response to Contractor’s Request for Information (RFI’s) during construction of project.

1.3 DEFINITIONS

A. RFI, Request for Information: Request from Contractor seeking information required by or clarification of the Contract Documents.

1.4 SUBMITTALS

A. RFI Submittals: Submit RFI’s via email as PDF electronic files; include attachments in PDF electronic file format.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor’s work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

   a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Form: Use RFI form included at end of this Section or form acceptable to Architect. Upon request from the Contractor, the form at the end of this section will be made available in WORD format from the Architect.

D. Architect's Action: Architect will review each RFI, determine action required, and respond.

   1. Allow 10 working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
   2. Architect will not act on any RFIs until 7 days following the submission of the Schedule of Values per Division 01 Section "Payment Procedures."
   3. The following RFIs will be returned without action:

      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for approval of Contractor's means and methods.
      d. Requests for coordination information already indicated in the Contract Documents.
      e. Requests for adjustments in the Contract Time or the Contract Sum.
      f. Requests for interpretation of Architect's actions on submittals.
      g. Incomplete RFIs or inaccurately prepared RFIs.

   4. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
   5. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

      a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

   6. Distribution: The Architect shall distribute one electronic copy of each completed RFI review to the Contractor and the Owner.

E. Regulatory Requirements: Architect's responses that modify the Contract Documents affecting Structural Safety, Fire and Life Safety, and/or Access Compliance shall be submitted to the Division of the State Architect for review and approval.
1. Changes to DSA approved Construction Documents shall be as specified in Division 01 Section “Contract Modification Procedures.”

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the sequential RFI number. Submit log weekly unless otherwise directed in writing by Architect. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

G. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within 7 days if Contractor disagrees with response.

H. Contractor's Expense for RFI's: Architect will review and respond to legitimate RFI's at no additional cost to the Contractor. RFI's determined by the Architect to be flagrant or unnecessary will have the expense for the Architect's time paid by the Owner with the amount being deducted from the Contract Sum. The expense will be based on an hourly rate in accordance with the Architect’s standard hourly rate schedule in effect at the time the work is performed with a minimum of one hour for each flagrant or unnecessary RFI.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

(REQUEST FOR INFORMATION form included on the following page)
REQUEST FOR INFORMATION

Project: MCCD- Swimming Pool Fencing
TETER Project No. 21-12270
3600 M. Street
Merced, CA 95348

From: Name
Company Name

To: Jamie Hickman
Architect
TETER
7535 N. Palm Ave., Ste. 201
Fresno, CA 93711

Client Project No. 2022-04

Date:
Request for Information No. ______

□ Deviation from Contract Docs
□ Correction of Non-Compliant Work

Date:

Drawing:_______________

Detail No._______________

Specification:___________

Addendum:_____________

Respond by:

Priority
(Low) 1 2 3 4 5 (High)

Subject: ____________________________________________________________________________

Information Requested:


Contractor’s Recommendation:


Probable Cost Effect: _______________ Probable Time Effect: ____________________________

Architect’s Response:


Disclaimer
The work shall be carried out in accordance with the above supplemental instructions pursuant the Contract Documents, without change in the Contract Sum or Contract Time. Proceeding with the Work, according to these instructions, indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time. If the Contractor considers that this response requires a change in the Contract Sum or Contract Time, the Contractor shall not proceed with this Work and shall promptly submit an item proposal.
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections:

1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

   a. Application for Payment forms with continuation sheets.
   b. Submittal schedule.
   c. Items required to be indicated as separate activities in Contractor's construction schedule.
2. Submit the Schedule of Values to Architect at earliest possible date but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.

   a. Architect will not act on any RFI’s, Post-Bid Substitutions, and/or changes to the project scope, cost, or schedule until 7 days following the submission of the Schedule of Values.

3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

4. Subschedules for Separate Elements of Work: Where the Contractor’s construction schedule defines separate elements of the Work, provide subschedules showing values correlated with each element.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

      1) Labor.
      2) Materials.
      3) Equipment.


   a. Include separate line items under Contractor and principal subcontracts for project closeout requirements in an amount totaling 5 percent of the Contract Sum and subcontract amount.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment application shall be as indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
   1. If dates and periods are not indicated in the Agreement between Owner and Contractor at time of bidding, the date for Application for Payment shall be established by the Owner to correspond with the Owner’s administrative procedures in order to allow for processing and approval of Application for Payment. The period of construction work covered by each Application for Payment shall be one month.
   2. Submit draft copy of Application for Payment 7 days prior to due date for review by Architect.

C. Application for Payment Forms: Use forms acceptable to Architect and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.
D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor’s construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
   a. Materials previously stored and included in previous Applications for Payment.
   b. Work completed for this Application utilizing previously stored materials.
   c. Additional materials stored with this Application.
   d. Total materials remaining stored, including materials with this Application.

F. Transmittal: Submit 6 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

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

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Submittal schedule (preliminary if not final).
5. List of Contractor's staff assignments.
7. Initial progress report.

I. Application for Payment at Substantial Completion: After issuance of the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portions of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Updated final statement, accounting for final changes to the Contract Sum.
3. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.

B. Related Sections:

1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 SUBMITTALS

A. List of Key Personnel Names: Within 14 calendar days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

B. Coordination Drawings:

1. Initial Submittal: Submit 3 printed copies of each coordination drawing for each condition where Coordination Drawings are required.
2. Project Closeout:
a. Submit 3 printed “Record” copies of each coordination drawing for each condition where Coordination Drawings are required.
b. Submit “Record” electronic coordination drawing files.

1.4 COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if 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 to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Startup and adjustment of systems.
8. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.
PART 2 - PRODUCTS

2.1 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity. Coordination Drawings shall include the work of multiple trades on the same drawing. Prepare Coordination Drawings in addition to Shop Drawings required in individual Sections.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

   a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
   b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
   c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
   e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
   f. Indicate required installation sequences.
   g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawings, Required: Coordination drawings shall include plans, elevations, sections, and details of the Work for each trade as required to adequately represent the work. Clearly indicate and identify conflicts between components for review by Architect. Provide Coordination Drawings as follows:

1. Overhead Work and Work Above Finished Ceilings: Include subframing for support of ceiling and wall systems, conduit and piping runs, plumbing, mechanical, and electrical equipment, and related Work. Locate components to accommodate layout of light fixtures indicated on Drawings. Show the work of each trade including, but not limited to, pipe runs, mechanical ductwork, cable trays, conduit runs, and bracing and supports.
a. Indicate locations of all dampers, valves, cleanouts and other devices requiring human access for maintenance and repair. Where access panels are required, show locations and indicate size.

b. Show the height above finish floor each item, demonstrating sufficient space for installation and maintenance. Indicate sizes of ducts, piping and similar items.

c. Layout of work shall be done in such a manner to avoid conflicts between the work of different trades, finish ceiling heights, soffits, light fixtures or other finish work at ceilings and soffits.

d. Should unavoidable conflicts occur that affect finish ceiling and soffit heights, methods of installations, methods of construction or means of accessibility, the contractor shall clearly identify each location for review by the Architect.

2. Equipment Rooms and Outdoor Service Yards: Show work above and below grade including mechanical, plumbing, fire protection, fire alarm, and electrical equipment, and related supports, accessories, and utility connections. Include the following information:

a. Equipment: Show equipment and locations, utility connections, and working and service clearances.

b. Utilities: Show above and below grade utilities; indicate heights and below grade elevations, sizes of piping and conduit, dimensions between utilities and between utilities and other obstructions including concrete footings for other work. Show locations of all shut-off and isolation valves, cleanouts, filters, and other devices requiring human access for maintenance and repair.

c. Enclosures: Show limits of enclosure including walls, doors, fences, and gates; confirm door and gate access width for equipment.

d. Dimensions: Indicate dimensions as appropriate to insure adequate clearance will be provided for installation, service, and operation of equipment; include horizontal and vertical dimensions between utilities to insure clearance for installation of utilities. Include vertical dimension(s) of equipment and distances to overhead obstructions where applicable.

3. Roof Mounted Equipment: Show equipment that will be located on the roof, include the following:

a. Equipment locations and horizontal distances between equipment.

b. Locations of roof penetrations, sizes of penetrations, and indicate the horizontal distance between penetrations and roof mounted equipment.

c. Pipe and conduit runs including locations and type(s) of supports.

d. Distance between all roof mounted equipment and roof drainage features. Equipment shall be located so as to not obstruct roof drainage; provide at least 24 inches between equipment platforms and valleys formed by the intersection of roof planes and crickets.

4. Underground Site Utilities and Utilities Below Slabs on Grade within Building Areas: Where underground utilities cross other utilities, penetrate footings, underground structures or other obstructions; show the work that will be placed underground; include the following information:
a. Indicate types and sizes of utility piping and elevations below grade.
b. Show footings and other underground structures; where unavoidable conflicts occur between underground structures/footings and utilities, indicate depths below grade and clearly identify locations for sleeving for review by Architect.

C. Preparation: Prepare coordination drawings electronically using same digital data software program, version, and operating system as the Architect's original Drawings (DWG files).

   1. Submittal Format:
      a. Electronic Format: Submit electronic drawing files using Portable Data File (PDF) format.
      b. Printed Format: Submit plotted drawings on opaque bond paper not of at least 8.5 inches by 11 inches and not larger than 24 inches by 36 inches.

   2. Architect will furnish Contractor digital data files of base drawings as appropriate for use in preparing coordination digital data files.
      a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to the Drawings.
      b. Digital Data Software Program: The Drawings are available in DWG format.
      c. Contractor shall execute a data licensing agreement in the form of an Agreement form acceptable to the Owner and Architect.

D. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility. If the Architect determines that the coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Architect will so inform the Contractor, who shall make changes as directed and resubmit.

E. Resolution of conflicts occurring in the Work after Coordination Drawings have been prepared shall be the responsibility of the Contractor. Contractor shall bear all costs associated with resolution of conflicts including additional contract time, architectural and engineering services fees, and loss of use to the Owner.

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

   A. Examination of Conditions: Require the Installer of each major component to examine 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.
3.2 CLEANING AND PROTECTION

A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.

C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative provisions for project meetings, including, but not limited to, the following:

1. Preconstruction conferences.
2. Preinstallation conferences.
3. Progress meetings.
4. Project Closeout Conference.

B. Related requirements include but are not limited to the following:

1. Division 01 Sections as applicable to project management.

1.3 PRECONSTRUCTION CONFERENCE

A. Preconstruction Conference: Schedule a preconstruction conference before starting construction at the project site, at a time convenient to the Owner, Inspector of Record, and the Architect, but no later than 14 days after execution of the Agreement. Hold the conference at the Project Site or another convenient location. Owner and Architect to conduct the meeting to review responsibilities and personnel assignments.

B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its superintendent shall attend the conference. Major subcontractors and other concerned parties shall be invited to attend the conference, but attendance is not mandatory. Participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

C. Agenda: Discuss items of significance that could affect progress, including but not limited to the following:

1. Tentative construction schedule.
2. Critical work sequencing and long-lead items.
3. Designation of key personnel and their duties.
4. Lines of communication.
5. Procedures for processing field decisions and Change Orders.
6. Procedures for processing Applications for Payment.
7. Procedures for RFI's.
8. Procedures for testing and inspection.
10. Sustainability requirements including construction waste management and disposal.
11. Preparation of record documents.
12. Use of the premises.
13. Work restrictions and working hours.
14. Temporary facilities and controls.
15. Parking availability.
16. Office, work, and storage areas.
17. Equipment deliveries and priorities.
18. Safety procedures and first aid.
20. Housekeeping.
21. Owner's alcohol, drug and tobacco policy.

D. Minutes: Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Inspector of Record, and Architect, within three days of the meeting.

1.4 PREINSTALLATION CONFERENCES

A. Preinstallation Conferences: Conduct a preinstallation conference at the Project Site before each construction activity that requires coordination with other construction.

B. Attendees: Installers and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Owner, Inspector of Record, and Architect of scheduled meeting dates.

C. Agenda: Review the progress of other construction activities and preparations for the particular activity under consideration at each preinstallation conference, including requirements for the following:

2. Options.
3. Related RFI's, Proposal Requests, and Change Orders.
4. Purchases.
5. Deliveries.
7. Sustainability requirements.
8. Possible conflicts.
10. Time schedules.
12. Manufacturer's written instructions.
13. Warranty requirements.
15. Acceptability of substrates.
16. Temporary facilities.
17. Space and access limitations.
18. Regulations of authorities having jurisdiction.
20. Testing and inspecting requirements.
22. Recording requirements.
23. Protection.
24. Record significant conference discussions, agreements, disagreements, including corrective measures and actions.
25. Promptly distribute minutes of the meeting to each party present and to other parties requiring information, including the Owner and the Architect.
26. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

D. Minutes: Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Inspector of Record, and Architect, within three days of the meeting.

1.5 PROGRESS MEETINGS

A. Progress Meetings: Conduct progress meetings at the Project Site at regular intervals to be established by the Architect, Inspector of Record, Contractor, and Owner.

1. Coordinate dates of meetings with preparation of the payment request.

B. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project. Review proposed percentages of work completed for current months progress payment.

1. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction 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.
2. Review the present and future needs of each entity present, including the following:

   a. Interface requirements.
   b. Sequence of operation.
   c. Status of submittals.
   d. Status of Sustainability documentation.
   e. Deliveries.
   f. Off-site fabrication.
   g. Access.
   h. Site utilization.
   i. Temporary facilities and services.
   j. Status of correction of deficient items.
   k. Field observations.
   l. Status of RFI’s, Proposal Requests, and Change Orders.
   m. Progress cleaning.
   n. Quality and work standards.
   o. Documentation of information for payment requests.
   p. Request for Information

D. Minutes: Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Inspector of Record, and Architect, within three days of the meeting.

E. Schedule Updating: Revise the Contractor’s Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule to the Owner, the Architect, and all other parties involved in the project. Failure to revise and keep current the Contractor’s construction schedule may be grounds for returning Application for Payment unreviewed.

1.6 PROJECT CLOSEOUT CONFERENCE

A. Project Closeout Conference: Conduct a project closeout conference, at a time convenient to Owner and Architect, but not less than 90 days prior to the scheduled date of Substantial Completion. Conduct the conference to review requirements and responsibilities related to Project closeout.

B. Attendees: Authorized representatives of Owner, Architect and their consultants; Contractor and its superintendent. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

C. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

1. Preparation of record documents.
2. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
3. Submittal of written warranties.
4. Requirements for completing Sustainability documentation.
5. Requirements for preparing operations and maintenance data.
6. Requirements for delivery of material samples, attic stock, and spare parts.
7. Requirements for demonstration and training.
8. Preparation of Contractor’s punch list.
9. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
10. Submittal procedures.
11. Responsibility for removing temporary facilities and controls.

D. Minutes: Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Inspector of Record, and Architect, within three days of the meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor’s construction schedule.
2. Special reports.

B. Related Sections include but are not limited to the following:

1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Milestone: An activity, which occurs in an instant and thus has no time duration, a key or critical point in time for reference or measurement.

1.4 SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file, where indicated.
2. PDF electronic file.

B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit electronic copy of schedule labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

D. Construction Schedule Updating Reports: Submit with Applications for Payment.

E. Special Reports: Submit at time of unusual event.

1.5 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section “Project Meetings.” Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Discuss constraints, including [phasing] [work stages] [area separations] [interim milestones] [and] [partial Owner occupancy].
2. Review delivery dates for Owner-furnished products.
3. Review schedule for work of Owner's separate contracts.
4. Review submittal requirements and procedures.
5. Review time required for review of submittals and resubmittals.
6. Review requirements for tests and inspections by independent testing and inspecting agencies.
7. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
8. Review and finalize list of construction activities to be included in schedule.
9. Review procedures for updating schedule.
1.6 COORDINATION

A. Coordinate preparation and processing of schedules with performance of construction activities and with scheduling of separate contractors.

B. Coordinate Contractor’s construction schedule with the submittal schedule and other required schedules.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR’S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
   1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
   2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section “Submittal Procedures” in schedule. Coordinate submittal review times in Contractor’s construction schedule with submittal schedule.
   4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
   5. Completion: Indicate completion in advance of date established for completion, and allow time for Architect’s administrative procedures necessary for certification of completion.
   6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
   1. Phasing: Arrange list of activities on schedule by phase.
   2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

4. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

5. Work Restrictions: Show the effect of the following items on the schedule:
   a. Coordination with existing construction.
   b. Limitations of continued occupancies.
   c. Uninterruptible services.
   d. Partial occupancy before Substantial Completion.
   e. Use of premises restrictions.
   g. Seasonal variations.
   h. Environmental control.

6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
   a. Submittals.
   b. Purchases.
   c. Mockups.
   d. Fabrication.
   e. Sample testing.
   f. Deliveries.
   g. Installation.
   h. Tests and inspections.
   i. Adjusting.
   j. Curing.
   k. Startup and placement into final use and operation.

7. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
   a. Structural completion.
   b. Temporary enclosure and space conditioning.
   c. Permanent space enclosure.
   d. Completion of mechanical installation.
   e. Completion of electrical installation.
   f. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.
F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR’S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity-on-node) format.

B. CPM Schedule: Prepare Contractor’s construction schedule using a time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
   
   a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect’s approval of the schedule.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors’ personnel, in proper methods of providing data and using CPM schedule information.

3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.

4. Use “one workday” as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.

C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
a. Preparation and processing of submittals.
b. Mobilization and demobilization.
c. Purchase of materials.
d. Delivery.
e. Fabrication.
f. Utility interruptions.
g. Installation.
h. Work by Owner that may affect or be affected by Contractor's activities.
i. Testing
j. Commissioning.
k. Punch list and final completion.
l. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

   a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

E. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

   1. Contractor or subcontractor and the Work or activity.
   2. Description of activity.
   3. Main events of activity.
   4. Immediate preceding and succeeding activities.
   5. Early and late start dates.
   6. Early and late finish dates.
   7. Activity duration in workdays.
   8. Total float or slack time.

F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

   1. Identification of activities that have changed.
   2. Changes in early and late start dates.
   3. Changes in early and late finish dates.
5. Changes in the critical path.
6. Changes in total float or slack time.

2.3 SPECIAL REPORTS

A. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1. Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At progress meetings, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect, Owner, Inspector of Record, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION
PART 1 - GENERAL

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

1.2 SUMMARY
   A. Section includes administrative and procedural requirements for the following:
      1. Preconstruction photographs.
      2. Concealed Work photographs.
      3. Periodic construction photographs.
   B. Related Sections:
      1. Division 02 Section "Selective Demolition" for photographic documentation before building demolition operations commence.

1.3 SUBMITTALS
   A. Digital Photographs: Submit image files at monthly intervals coinciding with the cutoff date associated with each Application for Payment.
      1. Submit photos by uploading to Project FTP site. Include copy of key plan indicating each photograph's location and direction.
      2. Identification: Provide the following information with each image description:
         a. Date photograph was taken.
         b. Description of location, vantage point, and direction.
         c. Unique sequential identifier keyed to accompanying key plan.
      3. Key Plan: Include key plan of Project site and/or building(s) indicating location and direction of each photograph or group of photographs. Include same information as corresponding photographic documentation.

1.4 PHOTOGRAPHIC FORMATS AND MEDIA
   A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.
B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

C. File Names: Name media files with location or area photograph was taken, date, and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs with maximum depth of field and in focus.

B. Key Plan: Maintain key plan with each set of construction photographs that identifies each photographic location.

C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and adjacent areas, including existing items to remain during construction, from different vantage points, as necessary to record preconstruction conditions.

   1. Take additional photographs as needed to record settlement or cracking of existing adjacent structures, pavements, and improvements.

D. Periodic Construction Photographs: Take photographs to record construction progress at not greater than bi-weekly intervals with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

E. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:

   1. Underground utilities.
   2. Underslab services.
   3. Piping.
   4. Electrical conduit.
   5. Waterproofing and weather-resistant barriers.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
3. Cost for multiple resubmittals.

B. Related Sections:

1. Division 01 Section “Payment Procedures” for submitting Applications for Payment and the schedule of values.
2. Division 01 Section "Project Management and Coordination" for submitting coordination drawings.
3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Division 01 Section "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and final completion construction photographs.
5. Division 01 Section "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
6. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
7. Division 01 Section "Project Record Drawings" for submitting record Drawings.

1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit as a submittal, a list of submittals arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor’s construction schedule.

   a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

   a. Scheduled date for first submittal.
   b. Specification Section number and title.
   c. Name of subcontractor.
   d. Description of the Work covered.
   e. Scheduled date for Architect’s final release or approval.
   f. Scheduled dates for purchasing.
   g. Scheduled date of fabrication.
   h. Scheduled dates for installation.
   i. Activity or event number.

1.4 SUBMITTAL FORMAT AND PROCEDURES

A. General: Prepare and submit submittals required by individual Specification Sections.

   1. Architect will not review submittals received from Contractor that do not have Contractor’s review and approval.
   2. Architect will not review submittals received from sources other than the Contractor.

B. Electronic Digital Submittals: Prepare submittals as PDF package unless otherwise indicated, incorporate complete information into each PDF file, name PDF file with submittal number, and transmit submittal package to Architect via email.

   1. Paper Submittals: Where paper submittals are requested, necessary, or required in lieu of electronic submittals, prepare submittals in paper form and deliver to Architect. Transmit each paper submittal using transmittal form. Comply with the following:

      a. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
      b. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor’s review and approval markings and action taken by Architect.
      c. Number of Copies: Submit not less than three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
      d. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form.
C. Submittal Cover Page Information: Include the following information on the submittal cover page for each submittal:

1. Project name.
2. Date.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
8. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
9. Drawing number and detail references, as appropriate.
10. Indication of full or partial submittal.
11. Location(s) where product is to be installed, as appropriate.
12. Other necessary identification.
14. Signature of transmitter.
15. Contractor’s review/approval stamp of size required by contractor, approximately 3 inches by 3 inches, on or beside title block to record Contractor's review and approval.
16. Space for Architect's review stamp of not less than 4 inches wide by 3-1/2 inches high on or beside title block to record Architect’s review stamp and action taken by Architect.

D. Product Options:

2. Clearly identify product options required to comply with the Contract Documents.

E. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

F. Field Conditions: Indicate field conditions where applicable to the work associated with the submittal.

G. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate timing of submitting submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review related submittals concurrently for coordination.

   a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

H. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

   1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
   2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
   3. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.
   4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 calendar days for initial review of each submittal.
   5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 14 calendar days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

   a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

K. Use for Construction: Retain complete copies of submittals on Project site. Use only final submittals that are marked with acceptable notation from Architect's action stamp.

1.5 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams that show factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.

2. Drawing Sheet Size: Except for templates, patterns, and similar full-size Drawings, prepare Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

3. Submit Shop Drawings in PDF format unless otherwise indicated.

C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
   a. Project name and submittal number.
   b. Generic description of Sample.
   c. Product name and name of manufacturer.
   d. Sample source.
   e. Number and title of applicable Specification Section.
   f. Specification paragraph number and generic name of each item.

3. Submit samples in PDF format unless physical samples are required.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit three (3) sets of Samples. Architect will retain two (2) Sample sets; remainder will be returned.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:
   1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
   2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
   3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
   4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
   5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Test and Research Reports:
   1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
   2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   a. Name of evaluation organization.
   b. Date of evaluation.
   c. Time period when report is in effect.
   d. Product and manufacturers' names.
   e. Description of product.
   f. Test procedures and results.
   g. Limitations of use.

1.6 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file(s) of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.7 CONTRACTOR'S REVIEW

A. Contractor's Review of Submittals: Contractor shall review each submittal and check for completeness, coordination with other Work of the Contract, and compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.
2. Contractor’s approval shall certify the following actions by the Contractor:
   a. Field measurements have been determined, verified, and indicated on submittal.
   b. Field conditions have been verified and coordinated with Work associated with the submittal.
   c. The Work associated with the submittal is in conformance with the Contract Documents.
   d. Work being performed by various subcontractors and trades is coordinated with Work associated with the submittal including work being performed by others for the Owner.
   e. Deviations from the Contract Documents are identified and notes.

1.8 ARCHITECT'S REVIEW

A. Architect’s Review and Action: Architect will review each submittal, indicate corrections or revisions required, mark with an action stamp indicating one of the following actions, and return it.

1. Reviewed: Final unrestricted release, work may proceed, provided it complies with the Contract Documents.
2. Furnish as Corrected: Final but restricted release, work may proceed, provided written confirmation is delivered to Architect by Contractor that installed work complied with notations and corrections on submittal and with Contract Documents.
3. Revise and Resubmit: Returned for resubmittal, do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain an acceptable action marking. Do not allow submittals with this marking (or unmarked submittals where a marking is required) to be used in connection with performance of the Work.
4. Rejected: Submittal content varies from the Contract Documents and is not acceptable for use on the Project, do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain an acceptable action marking. Do not allow submittals with this marking (or unmarked submittals where a marking is required) to be used in connection with performance of the Work.

B. Non-conforming Submittals: The following are considered non-confirming submittals and will not be reviewed by the Architect.

1. Architect will not review submittals received from Contractor that do not have Contractor’s review and approval.
2. Architect will not review submittals received from sources other than the Contractor.
3. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
4. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

C. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

1.9 COST FOR MULTIPLE RESUBMITTALS

A. Contractor’s initial submittal and one resubmittal are included in the Architect’s Construction Administration services to the Owner. Architect’s services for review of subsequent resubmittals will be charged to the Owner at the Architect’s current billing rate, and the Owner will deduct the charges from the Contract Amount by a change order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control including but not limited to the following:

1. General quality requirements.
2. Reports and documents.
3. Contractor’s responsibilities in regard to testing and inspections.
5. Governing agency testing and inspection requirements.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:

1. Divisions 32 Section “Secure Weld Plus Decorative Ornamental Steel Fence” for specific test and inspection requirements.
2. Inspection by the Architect:
   a. The Owner, Architect and or IOR 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 Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be
satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does no correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge expense to the Contractor.

c. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of the 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 the fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. 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.

3. Inspector – Owner’s:

a. An Inspector employed by the Owner, in accordance with the requirements of the California Code of Regulations, Title 24 will be assigned to the work. His duties are specifically defined in Title 24, Part I, Sec. 4-342.

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 the work and the character of materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this contract.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of 5 previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Reports shall be prepared by the person performing the testing and inspecting. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Provide written report documenting tests and inspections specified in other Sections. Reports shall be prepared by Manufacturer's technical representative performing the testing and inspecting. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Provide written report documenting tests and inspections specified in other Sections. Reports shall be prepared by Factory-authorized service representative performing the testing and inspecting. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally licensed to practice in the state where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST’s National Voluntary Laboratory Accreditation Program.

G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 INSPECTOR OF RECORD

A. General: Owner will employ an Inspector of Record (IOR) for continuous inspection of the Work. Inspector of Record shall be acceptable to Architect and, if applicable, approved by the Division of the State Architect.

1. Inspector of Record shall act under the direction of the Architect and shall be subject to supervision by a representative of the Division of the State Architect.

B. Qualifications for Inspector of Record: Qualifications for the Inspector of Record shall be as stated in the California Code of Regulations, Title 24, Part 1, 2019 California Administrative Code, Section 4-333.1. Inspector of Record shall be DSA certified under one of the following classes:

1. Class 1: May inspect any project.
2. Class 2: May inspect any project except a project containing one or more new large structures with a primary lateral load resisting system of steel, masonry, or concrete.
3. Class 3: May inspect projects containing alterations to approved buildings, site placement of relocatable buildings, and construction of minor structures.
4. Class 4: May inspect site placement of relocatable buildings and associated site work.

C. Duties of the Inspector of Record: Duties of the Inspector of Record shall be as stated in the California Code of Regulations, Title 24, Part 1, 2019 California Administrative Code, Sections 4-333(b) and 4-342, and include the following:

1. Provide continuous inspection of the work.
2. Maintain files and records of approved plans and specifications including addenda and change orders.
3. Prepare and maintain records of certain phases of construction including but not limited to the following:
   a. Concrete placing operations. Show date and time of placing concrete and the time and date of removal of forms in each portion of the structure.
   b. Welding operations. The record shall include identification marks of welders, lists of defective welds, and manner of correction of defects.
4. Notify the Contractor, in writing, of any deviations from the approved construction
documents.

1.8 TESTING AGENCY

A. General: Where quality-control services are indicated as Owner's responsibility, Owner
will engage a qualified testing agency to conduct tests and inspections required by
authorities having jurisdiction. Testing agency shall be acceptable to Architect and the
Division of the State Architect. Requirements for tests and testing agency shall be as
stated in the California Code of Regulations, Title 24, Part 1, 2019 California
Administrative Code, Section 4-335.

1. Costs for testing agency services will be paid by the Owner.
2. Costs for retesting and reinspecting construction that replaces or is necessitated
by work that failed to comply with the Contract Documents will be paid by the
Owner and the amount will be deducted from the Contract Sum by Change
Order.

B. Testing Agency Responsibilities: Cooperate with Architect and Contractor in
performance of duties. Provide qualified personnel to perform required tests and
inspections.

1. Perform testing as required by the Contract Documents.
2. Determine the location from which test samples will be taken and in which in-situ
tests are conducted.
3. Taking all test specimens.
4. Prepare written reports of tests and inspections, and submit reports of each test,
inspection, and similar quality-control service to Architect and Contractor.
5. Interpreting tests and inspections and stating in each report whether tested and
inspected work complies with or deviates from the Contract Documents.
6. Notify Architect and Contractor promptly of irregularities or deficiencies observed
in the Work during performance of its services.
7. Verifying that manufacturer maintains detailed fabrication and quality-control
procedures and reviews the completeness and adequacy of those procedures to
perform the Work.
8. Retesting and reinspecting corrected work.
9. Do not release, revoke, alter, or increase the Contract Document requirements or
approve or accept any portion of the Work.
10. Do not perform any duties of Contractor.

1.9 CONTRACTOR REQUIREMENTS

A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are
Contractor's responsibility. Perform additional quality-control activities required to
verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those
required by authorities having jurisdiction. Perform quality-control services
required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

7. Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

   a. Access to the Work.
   b. Incidental labor and facilities necessary to facilitate tests and inspections.
   c. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
   d. Facilities for storage and field curing of test samples.
   e. Preliminary design mix proposed for use for material mixes that require control by testing agency.
   f. Security and protection for samples and for testing and inspecting equipment at Project site.

8. Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

   a. Schedule times for tests, inspections, obtaining samples, and similar activities.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
1.10 TESTS AND INSPECTIONS

A. Structural Tests and Inspections shall be as specified in Division 02 through 33 Sections for specific materials as applicable to Project conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect’s reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section “Execution.”

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor’s responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect’s action on Contractor’s submittals, applications, and requests, "approved" is limited to Architect’s duties and responsibilities as stated in the Conditions of the Contract. Architect’s approval does not release the Contractor from the responsibility to fulfill Contract requirements.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
16. AIA - American Institute of Architects (The); www.aia.org.
REFERENCES

26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARMA - Asphalt Roofing Manufacturers Association; wwwasphaltroofing.org.
28. ASCE - American Society of Civil Engineers; wwwasce.org.
29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASME - ASME International; (American Society of Mechanical Engineers); wwwasme.org.
32. ASSE - American Society of Safety Engineers (The); wwwasse.org.
34. ATIS - Alliance for Telecommunications Industry Solutions; wwwatis.org.
35. AWEA - American Wind Energy Association; wwwawea.org.
36. AWI - Architectural Woodwork Institute; wwwawinet.org.
38. AWPA - American Wood Protection Association; wwwawpa.com.
40. AWWA - American Water Works Association; wwwawwa.org.
41. BHMA - Builders Hardware Manufacturers Association; wwwbuildershardware.com.
42. BIA - Brick Industry Association (The); wwwgobrick.com.
43. BICSI - BICSI, Inc.; wwwbicsi.org.
44. BIFMA - Business and Institutional Furniture Manufacturer's Association; wwwbifma.org.
45. BISSC - Baking Industry Sanitation Standards Committee; wwwbissc.org.
46. BWF - Badminton World Federation; (Formerly: International Badminton Federation); wwwbissc.org.
47. CDA - Copper Development Association; wwwcopper.org.
48. CEA - Canadian Electricity Association; wwwelectricity.ca.
49. CEI - Consumer Electronics Association; wwwce.org.
50. CFSAI - Chemical Fabrics and Film Association, Inc.; wwwchemicalfabricsandfilm.com.
51. CFSEI - Cold-Formed Steel Engineers Institute; wwwcfsei.org.
52. CGA - Compressed Gas Association; wwwcganet.com.
53. CIMA - Cellulose Insulation Manufacturers Association; wwwcellulose.org.
54. CISCA - Ceilings & Interior Systems Construction Association; wwwcisca.org.
55. CISPI - Cast Iron Soil Pipe Institute; wwwcissi.org.
56. CLFMI - Chain Link Fence Manufacturers Institute; wwwchainlinkinfo.org.
57. CPA - Composite Panel Association; wwwpbmfd.com.
58. CRI - Carpet and Rug Institute (The); wwwcarpet-rug.org.
59. CRRC - Cool Roof Rating Council; wwwcoolroofs.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
63. CSA - Canadian Standards Association; www.csa.ca.
64. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
65. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
68. CWI - Composite Wood Council; (See CPA).
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; (See ECIA).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. EIA - Electronic Industries Alliance; (See TIA).
77. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
81. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
82. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
84. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
90. GS - Green Seal; www.greenseal.org.
92. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
93. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
97. IAS - International Accreditation Service; www.iasonline.org.
98. IAS - International Approval Services; (See CSA).
99. ICBO - International Conference of Building Officials; (See ICC).
101. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
102. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
103. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
105. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
106. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
107. IESNA - Illuminating Engineering Society of North America; (See IES).
108. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. ILI - Indiana Limestone Institute of America, Inc.; www.ilai.com.
112. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
113. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
114. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
115. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
117. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
118. ITU - International Telecommunication Union; www.itu.int/home.
120. LMA - Laminating Materials Association; (See CPA).
123. MCA - Metal Construction Association; www.metalconstruction.org.
132. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
137. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
140. NECA - National Electrical Contractors Association; www.neicanet.org.
143. NETA - InterNational Electrical Testing Association; www.netaworld.org.
144. NFHS - National Federation of State High School Associations; www.nfhs.org.
146. NFPA - NFPA International; (See NFPA).
149. NLGA - National Lumber Grades Authority; www.nlga.org.
150. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
152. NRCA - National Roofing Contractors Association; www.nrca.net.
156. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
159. PCI - Precast/Prestressed Concrete Institute; www pci.org.
161. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
166. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
168. SDI - Steel Door Institute; www.steeldoor.org.
169. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
170. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
172. SJI - Steel Joist Institute; www.steeljoist.org.
175. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
176. SPFPA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
185. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
188. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
189. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TPI - Turfgrass Producers International; www.turfgrasssoc.org.
196. USAV - USA Volleyball; www.usavolleyball.org.
200. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
201. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
204. WSRCA - Western States Roofing Contractors Association; www.wsrrca.com.
205. WWPA - Western Wood Products Association; www.wwpa.org.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhtfi.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservation.tamu.edu.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

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

1.2 SUMMARY
   A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
   B. Related Requirements:
      1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.
      2. Division 01 Section “Fire Safety During Construction” for fire safety requirements during construction.

1.3 USE CHARGES
   A. General: Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Owner, Architect, testing agencies, and authorities having jurisdiction.
   B. Water Service from Existing System: Water from Owner's existing water system is available for use; provide connections and extensions of services as required for construction operations.
      1. Water service is available for use without metering and without payment of use charges.
   C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use; provide connections and extensions of services as required for construction operations.
      1. Electric power service is available for use without metering and without payment of use charges.
1.4 SUBMITTALS

A. Erosion and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

1. Comply with submittal requirements of Division 31 through 33 Sections as applicable for temporary erosion and sedimentation control plans.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 REGULATORY REQUIREMENTS

A. Regulatory Requirements: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:

1. California Code of Regulations, Title 24, California Code requirements as applicable to the project.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, fire department, and rescue squad rules.
5. Environmental protection regulations.

1.7 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.
PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Materials for temporary facilities shall be acceptable to Architect, Owner, and Authorities having Jurisdiction (AHJ), shall be appropriate for intended use, and shall comply with governing codes and regulations.

B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts. Provide concrete or galvanized-steel bases for supporting posts.

C. Fencing Windscreen: Polyester fabric scrim with grommets for attachment to chain link fence, size and color as acceptable to, or required by, authorities having jurisdiction.

D. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E84 and passing NFPA 701 Test Method 2.

2.2 TEMPORARY STORAGE FACILITIES

A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from buildings.

2.3 TEMPORARY SANITARY FACILITIES

A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use by construction and related administrative personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Temporary toilets shall be self-contained, single-occupant units of the chemical, aerated recirculation type; provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Use of Owner’s sanitary facilities is not permitted.

1. Accessible Sanitary Facilities: Sanitary facilities serving support facilities such as offices, meeting rooms, plan rooms, and serving personnel not directly associated with the actual processes of construction shall be accessible for a person using a wheelchair and shall comply with CBC Section 11B-213 (Ref. CBC 11B-201.4).

2.4 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

A. Locate facilities at locations directed by the Owner where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITIES AND BUILDING HVAC

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to private or municipal system as indicated on Drawings and as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

1. Existing Water Service: Where connection to Owner’s existing water service is available and allowed, clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
2. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Locate storage containers, and other temporary construction and support facilities for easy access in the areas designated and approved by the Architect and Owner. Comply with the following:

1. Do not locate temporary offices, shops, and sheds within 30 feet of building lines.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Parking areas for construction personnel shall be at location(s) as directed by Owner.

D. Dewatering: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.

E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Project Address Sign: Provide temporary project address sign as required by Authority having Jurisdiction.
3. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

   a. Provide temporary, directional signs for construction personnel and visitors.

4. Maintain and touchup signs so they are legible at all times.

F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations.

1. Comply with requirements of the following:

   a. Authorities having jurisdiction.
   b. Division 01 Section "Execution" for progress cleaning.
c. Division 01 Section "Construction Waste Management and Disposal."

2. Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary."

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements erosion and sedimentation-control Drawings, EPA Construction General Permit, or authorities having jurisdiction, whichever is more stringent.

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree or plant- protection zones.
2. Inspect, repair, and maintain erosion and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Security Enclosure Fence and Lockup: Before construction operations begin, furnish and install project enclosure fence in a manner that will prevent people and animals from easily entering the site except by entrance gates. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
1. **Extent of Fence:** As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.

G. **Barricades, Warning Signs, and Lights:** Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

H. **Temporary Egress:** Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

I. **Temporary Fire Protection:** Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

   1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire-prevention and protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.6 **MOISTURE AND MOLD CONTROL**

A. **General:** Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. **Exposed Construction Phase:** Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

   1. Protect porous materials from water damage.
   2. Protect stored and installed material from flowing or standing water.
   3. Keep porous and organic materials from coming into prolonged contact with concrete.
   4. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

3.7 **OPERATION, TERMINATION, AND REMOVAL**

A. **Supervision:** Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. **Temporary Facility Changeover:** Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

C. **Termination and Removal:** Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no
later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION
SECTION 015116
FIRE SAFETY DURING CONSTRUCTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for fire safety during construction and demolition.

B. Related Sections:

1. Division 01 Section "Temporary Facilities and Controls" for additional facilities, requirements, and procedures required during construction.

1.3 SUBMITTALS

A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.4 REGULATORY REQUIREMENTS

A. Regulatory Requirements: Comply with applicable provisions of the following:

1. NFPA 241.
2. California Fire Code, 2019 Edition, Chapter 33 “Fire Safety During Construction and Demolition” and the 2019 Editions of the following California Codes as Referenced by the California Fire Code:

   b. California Mechanical Code (CMC).
   d. California Electrical Code (CEC).

B. Precautions Against Fire (CFC 3304):

1. Smoking: Smoking shall not be allowed on the project site.
2. Combustible Debris, Rubbish and Waste:

   a. Combustible debris, rubbish and waste shall not be accumulated within buildings.
b. Combustible debris, rubbish and waste material shall be removed from buildings at the end of each shift of work.
c. Rubbish containers with a capacity exceeding 5.33 cubic feet (40 gallons) used for temporary storage of combustible debris, rubbish and waste materials, shall have tight fitting or self-closing lids. Such containers shall be constructed entirely of materials that are non-combustible or materials that meet a peak rate of heat release not exceeding 300 kW/m$^2$ when tested in accordance with ASTM E 1354 at an incident heat flux of 50 kW/m$^2$ in the horizontal orientation.
d. Materials susceptible to spontaneous ignition, such as oily rags, shall be stored in a listed disposal container.

3. Burning: Burning of materials shall not be allowed on the project site.

4. Fire Watch: Where required by the fire code official, a fire watch shall be provided for building demolition and for building construction during working hours that is hazardous in nature, such as temporary heating or hot work.

a. Trained personnel shall be provided to serve as an on-site fire watch. Fire watch personnel shall be provided with not less than one approved means for notification of the fire department, and the sole duty of such personnel shall be to perform constant patrols and watch for the occurrence of fire. The combination of fire watch duties and site security is acceptable. Fire watch personnel shall be trained in the use of portable fire extinguishers.
b. The fire watch personnel shall keep a record of all time periods of duty, including a log entry each time the site was patrolled, and each time a structure under construction was entered and inspected. The records and log entries shall be made available for review by the fire code official upon request.

5. Cutting and Welding: Welding, cutting, open torches, and other hot work operations and equipment shall comply with California Fire Code, Chapter 35 “Welding and Other Hot Work.”

6. Temporary Wiring for Electrical Power: Temporary wiring for electrical power and lighting installations used in connection with the construction, alteration or demolition of buildings, structures, equipment or similar activities shall comply with the California Electrical Code.

C. Flammable and Combustible Liquids (CFC 3305):

1. Storage of Flammable and Combustible Liquids: Storage of flammable and combustible liquids shall be in accordance with the California Fire Code, Section 5704.

2. Class I and Class II Liquids: Storage, use, and handling of flammable and combustible liquids at construction sites shall be in accordance with the California Fire Code, Section 5706.2. Ventilation shall be provided for operations involving the application of materials containing flammable solvents.

3. Housekeeping: Flammable and combustible liquid storage areas shall be maintained clear of combustible vegetation and waste materials. Such storage areas shall not be used for the storage of combustible materials.

4. Precautions Against Fire: Sources of ignition and smoking shall be prohibited in flammable and combustible liquid storage areas. Signs shall be posted in accordance the California Fire Code, Section 310.
5. Handling at Point of Final Use: Class I and Class II liquids shall be kept in approved safety containers.
6. Leakage and Spills: Leaking vessels shall be immediately repaired or taken out of service and spills shall be cleaned up and disposed of properly.

D. Flammable Gases (CFC 3306):

1. Storage and Handling: Storage and handling of flammable gasses shall comply with the California Fire Code, Chapter 58 “Flammable Gases and Flammable Cryogenic Fluids.”
2. Cleaning with Flammable Gases: Flammable gases shall not be used to clean or remove debris from piping open to the atmosphere.

E. Explosive Materials (CFC 3307): Explosive materials shall not be allowed.

F. Owner’s Responsibility for Fire Protection (CFC 3308)

1. Program Development: The Contractor shall be responsible for the development, implementation and maintenance of a written plan establishing a fire prevention program at the project site applicable throughout all phases of the construction.
2. Program Superintendent: The Contractor shall a person to be the Fire Prevention Program Superintendent who shall be responsible for the fire prevention program and ensure that it is carried out through completion of the project. The fire prevention program superintendent shall have the authority to enforce the provisions of the California Fire Code, Chapter 33, and other provisions as necessary to secure the intent of the California Fire Code, Chapter 33. Where guard service is provided in accordance with NFPA 241, the superintendent shall be responsible for the guard service.
3. Prefire Plans: The fire prevention program superintendent shall develop and maintain an approved prefire plan in cooperation with the fire chief. The fire chief and the fire code official shall be notified of changes affecting the utilization of information contained in such prefire plans.
4. Training: Training of responsible personnel in the use of fire protection equipment shall be the responsibility of the fire prevention program superintendent. Records of training shall be kept and made a part of the written plan for the fire prevention program.
5. Fire Protection Devices: The fire prevention program superintendent shall determine that all fire protection equipment is maintained and serviced in accordance with the California Fire Code. The quantity and type of fire protection equipment shall be approved. Fire protection equipment shall be inspected in accordance with the fire prevention program.
6. Hot Work Operations: The fire prevention program superintendent shall be responsible for supervising the permit system for hot work operations in accordance with the California Fire Code, Chapter 35.
7. Impairment of Fire Protection Systems: Impairments to any fire protection system shall be in accordance with the California Fire Code, Section 901.
   a. Smoke detectors and smoke alarms located in an area where airborne construction dust is expected shall be covered to prevent exposure to dust or shall be temporarily removed. Smoke detectors and alarms that were removed shall be replaced upon conclusion of dust producing work. Smoke
detectors and smoke alarms that were covered shall be inspected and cleaned, as necessary, upon conclusion of dust producing work.

8. Temporary Covering of Fire Protection Devices: Temporary coverings placed on or over fire protection devices to protect them from damage during construction processes shall be immediately removed upon the completion of the construction processes in the room or area in which the devices are installed.

G. Fire Reporting (CFC 3309)

1. Emergency Telephone: Emergency telephone facilities with ready access shall be provided in an approved location at the construction site, or an approved equivalent means of communication shall be provided. The street address of the construction site and the emergency telephone number of the fire department shall be posted adjacent to the telephone. Alternatively, where an equivalent means of communication has been approved, the site address and fire department emergency telephone number shall be posted at the main entrance to the site, in guard shacks, and in the construction site office.

H. Access for Fire Fighting (CFC 3310):

1. Required Access: Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

2. Key Boxes: Key boxes shall be provided as required by the California Fire Code, Chapter 5 “Fire Service Features.”

I. Means of Egress (CFC 3311):

1. Stairways Required: (Requirements not applicable to buildings less than 50 feet in height or less than four stories).

2. Means of Egress: Required means of egress and required accessible means of egress shall be maintained during construction and demolition, remodeling or alterations and additions to any building unless an approved temporary means of egress system is provided.

J. Water Supply for Fire Protection (CFC 3312):

1. Water Supply for Fire Protection: An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on site.

K. Standpipes (CFC 3313):

1. Where Required: In buildings required to have standpipes by California Fire Code Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipes shall be installed prior to construction exceeding 40 feet in height above the lowest level of fire department vehicle
access. Such standpipes shall be provided with fire department hose connections at locations adjacent to stairways complying with California Fire Code Section 3311.11. As construction progresses, such standpipes shall be extended to within one floor of the highest point of construction having secured decking or flooring.

2. Buildings Being Demolished: Where a building is being demolished and a standpipe is existing within such a building, such standpipe shall be maintained in an operable condition so as to be available for use by the fire department. Such standpipe shall be demolished with the building but shall not be demolished more than one floor below the floor being demolished.

3. Detailed Requirements: Standpipes shall be installed in accordance with the provisions of California Fire Code Section 905.
   a. Standpipes shall be either temporary or permanent in nature, and with or without a water supply, provided that such standpipes comply with the requirements of California Fire Code Section 905 as to capacity, outlets and materials.

4. Operation of Valves: In buildings where an automatic sprinkler system is provided, operation of sprinkler control valves shall be allowed only by properly authorized personnel and shall be accompanied by notification of duly designated parties. Where the sprinkler protection is being regularly turned off and on to facilitate connection of newly completed segments, the sprinkler control valves shall be checked at the end of each work period to ascertain that protection is in service.

L. Portable Fire Extinguishers (CFC 3315):

1. Portable Fire Extinguishers: Structures under construction, alteration or demolition shall be provided with not less than one approved portable fire extinguisher in accordance with the California Fire Code, Section 906 and sized for not less than ordinary hazard, as follows:
   a. In every storage and construction shed.
   b. Additional portable fire extinguishers shall be provided where special hazards exist including, but not limited to, the storage and use of flammable and combustible liquids.

M. Motorized Construction Equipment (CFC 3316):

1. Conditions of Use: Internal combustion powered construction equipment shall be used in accordance with all of the following conditions:
   a. Equipment shall be located so that exhausts do not discharge against combustible material.
   b. Exhausts shall be piped to the outside of the building.
   c. Equipment shall not be refueled while in operation.
   d. Fuel for equipment shall be stored in approved areas outside of the building.
PART 2 - PRODUCTS

2.1 TEMPORARY EQUIPMENT, GENERAL

A. Temporary Equipment: Temporary equipment shall comply with requirements of Division 01 Section “Temporary Facilities and Controls,” and shall comply with the requirements of this Section.

PART 3 - EXECUTION

A. Fire Safety Observation, Procedures, and Features: Provide fire safety observation activities, procedures, and features as required and in compliance with regulatory requirements.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers’ standard warranties on products; special warranties; and comparable products.

B. Related Requirements:
   1. Division 01 Section "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer’s product name, including make or model number or other designation shown or listed in manufacturer’s published product literature, which is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Products: Products of a listed manufacturer that are demonstrated to meet or exceed the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified ‘Basis of Design’ product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer’s product is named and accompanied by the words "basis-of-design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.
1.4 SUBMITTALS

A. Product Submittals: Comply with requirements in Division 01 Section "Submittal Procedures" and submittal requirements of Division 02 through 33 Sections to show compliance with product requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Warranty Submittals: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
B. Product Selection Procedures:

1. Restricted List: Where Specifications include the phrase “provide one of the following” or similar phrase and lists 2 or more manufacturers and/or products, provide one of the products indicated. Comply with requirements in Division 01 Section "Substitution Procedures" for consideration of an unnamed manufacturer or product.

2. Non-restricted List: Where Specifications include the phrase “includes, but are not limited to the following” or similar phrase, provide one of the products indicated or an unnamed product that complies with requirements indicated.

3. Basis of Design: Where Specifications include the phrase “Basis of Design” and lists a named manufacturer and product, provide the product indicated.
   a. Where a “Comparable” product of listed manufacturers is indicated following a “Basis of Design” manufacturer/product, a comparable product of one of the listed manufacturers may be provided in lieu of the basis of design manufacturer/product subject to compliance with product requirements and the following:
      1) Evidence that the proposed product:
         a) Does not require revisions to the Contract Documents.
         b) Is consistent with the Contract Documents and will produce the indicated results.
         c) Is compatible with other portions of the Work.
      2) Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
      3) Evidence that proposed product provides specified warranty.
   b. Where no “Comparable” manufacturers/products are indicated following a “Basis of Design” manufacturer/product, comply with requirements in Division 01 Section "Substitution Procedures" for consideration of an unnamed manufacturer or product.

C. Visual Matching Specification: Where Specifications require “match Architect's sample”, provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
PART 3 - EXECUTION

3.1 PRODUCT INSTALLATION

A. General: Install products in accordance with Drawings, Specifications, and product manufacturer’s written installation instructions. Installation shall include examination of conditions and preparations necessary for proper installation.

END OF SECTION
SECTION 017300
EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Installation of the Work.
   2. Cutting, patching and repairing.
   3. Coordination of Owner-installed products.
   4. Progress cleaning.
   5. Starting and adjusting.
   6. Protection of installed construction.
   7. Correction of the Work.

B. Related Requirements:
   1. Division 01 Section "Summary of Work" for limits on use of Project site.
   2. Division 02 Section "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

A. Accessible Route: A continuous unobstructed path connecting accessible elements and spaces of an accessible site, building or facility that can be negotiated by a person with a disability using a wheelchair, and that is also safe for and usable by persons with other disabilities. Interior accessible routes may include corridors, hallways, floors, ramps, elevators and lifts. Exterior accessible routes may include accessible parking stalls and access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps and lifts.

B. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

C. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.
1.4 QUALITY ASSURANCE

A. Surveyor Qualifications: A professional engineer or land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting of structural elements must be performed, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:

   a. Primary operational systems and equipment.
   b. Fire separation assemblies.
   c. Air or smoke barriers.
   d. Fire-suppression systems.
   e. Mechanical systems piping and ducts.
   f. Control systems.
   g. Communication systems.
   h. Fire-detection and alarm systems.
   i. Conveying systems.
   j. Electrical wiring systems.
   k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

   a. Water, moisture, or vapor barriers.
   b. Membranes and flashings.
   c. Sprayed fire-resistive material.
   d. Equipment supports.
   e. Piping, ductwork, vessels, and equipment.

4. Visual Elements: Cut and patch construction in a manner that results in no visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in Division 02 through 33 Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Request for Information."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING, PATCHING, AND REPAIRING

A. Cutting, Patching and Repairing, General: Employ skilled workers to perform cutting, patching, and/or repairing. Proceed with cutting, patching, and repairing at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.
D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 01 Section "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching and Repairing: Patch and repair construction by grinding, filling, leveling, refinishing, closing up, and similar operations following performance of other work. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched and repaired areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and
appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

b. Where finishes have been removed, patch and repair substrates to receive new finishes; substrates shall be prepared to comply with requirements of manufacturer of final finish material.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.


2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
a. Use containers intended for holding waste materials of type to be stored.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Salvaging nonhazardous construction and demolition waste.
   2. Recycling nonhazardous construction and demolition waste.
   3. Disposing of nonhazardous construction and demolition waste.

B. Related Requirements:
   1. Division 02 Section "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.
1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

1.5 ACTION SUBMITTALS

A. Waste Management Plan: Submit Waste Management Plan within 30 days of date established for the Notice to Proceed indicating method of compliance with the California Green Building Standards Code.

1.6 INFORMATIONAL SUBMITTALS

A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use separate forms for construction waste and demolition waste. Include the following information:
   1. Material category.
   2. Generation point of waste.
   3. Total quantity of waste in tons.
   4. Quantity of waste salvaged, both estimated and actual in tons.
   5. Quantity of waste recycled, both estimated and actual in tons.
   6. Total quantity of waste recovered (salvaged plus recycled) in tons.
   7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Qualification Data: For waste management coordinator and refrigerant recovery technician.

H. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was
recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.7 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, or individual employee assigned by the General Contractor, with a record of successful waste management coordination of projects with similar requirements. Individual of firm, or Contractor’s employee, shall be a LEED-Accredited Professional, certified by the USGBC, as waste management coordinator.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.

D. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:

1. Review and discuss waste management plan including responsibilities of waste management coordinator.
2. Review requirements for documenting quantities of each type of waste and its disposition.
3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
5. Review waste management requirements for each trade.

1.8 WASTE MANAGEMENT PLAN/REGULATORY REQUIREMENTS

A. Construction Waste Management, General: Recycle and/or salvage for reuse a minimum of 65 percent of the non-hazardous construction and demolition waste in accordance with one of the following 2019 California Green Standards Code (GBSC) Sections, or meet a local construction and demolition waste management ordinance, whichever is more stringent:

1. Construction Waste Management Plan (GBSC Section 5.408.1.1): Where a local jurisdiction does not have a construction and demolition waste management ordinance that is more stringent, provide Waste Management Plan that:

   a. Identifies the construction and demolition waste materials to be diverted from disposal by efficient usage, recycling, reuse on the project or salvage for future use or sale.
   b. Determines if construction and demolition waste materials will be sorted on-site (source separated) or bulk mixed (single stream).
c. Identifies diversion facilities where construction and demolition waste material collected will be taken.

d. Specifies the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.

2. Waste Management Company (GBSC Section 5.408.1.2): Utilize a waste management company that can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with CGBSC Section 5.408.1.

   a. Exception 1: Excavated soil and land-clearing debris.
   b. Exception 2: Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist.
   c. Demolition waste meeting local ordinance or calculated in consideration of local recycling facilities and markets.

3. Waste Stream Reduction Alternative (GBSC Section 5.408.1.3): The combined weight of new construction disposal that does not exceed two pounds per square foot of building area may be deemed to meet the 65 percent minimum requirement as approved by the enforcing agency.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management procedures. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management procedures during the entire duration of the Contract.

   1. Comply with operation, termination, and removal requirements in Division 01 Section "Temporary Facilities and Controls."

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.

   1. Distribute waste management procedures to everyone concerned within three days of submittal return.
   2. Distribute waste management procedures to entities when they first begin work on-site. Review procedures and locations established for salvage, recycling, and disposal.
D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
2. Comply with Division 01 Section “Temporary Facilities and Controls” for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

A. General: Contract Documents identify items to be salvaged for reinstallation and items to be salvaged to the Owner; items indicated to be removed become the Contractor’s property, Contractor may salvage removed items and offer for sale and/or donation.

B. Salvaged Items for Reuse/Reinstallation in the Work: Salvage items for reuse and handle as follows:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

C. Salvaged Items to Owner: Salvage items for Owner’s use and handle as follows:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner’s storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Salvaged Items for Sale and/or Donation: Not permitted on Project site.

E. Salvaged Items for Reinstallation or Owner’s Use:

1. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
2. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
3. Plumbing Fixtures: Separate by type and size.
4. Lighting Fixtures: Separate lamps by type and protect from breakage.
5. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Receivers and Processors: Refer to local county websites for the county in which the Project is located for listings of available recycling receivers and processors, and materials accepted.

C. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

D. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

E. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

   a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

4. Store components off the ground and protect from the weather.

5. Remove recyclable waste from Owner’s property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.

B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

   1. Clean and stack undamaged, whole masonry units on wood pallets.

C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

D. Metals: Separate metals by type.
1. Structural Steel: Stack members according to size, type of member, and length.
2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

E. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.

F. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

G. Metal Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

H. Metal Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.


3. Wood Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.

2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
   a. Comply with requirements in Division 32 Sections as applicable to planting for use of clean sawdust as organic mulch.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION
SECTION 017700
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Closeout procedures at completion.
2. Final cleaning.

B. Related Requirements:

1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance documentation requirements.
2. Division 01 Section "Project Record Drawings" for preparing and submitting Project Record Drawings.
3. Division 01 Section "Warranties" for submitting final warranty information.
4. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Submit the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout documentation specified in other Division 01 Sections, including project record drawings, operation and maintenance data, construction photographic documentation, warranties, and similar final record information.
3. Submit closeout documentation specified in individual Division 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance materials specified in individual Division 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
5. Submit test/adjust/balance records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
6. Advise Owner of changeover in utilities.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements, including touchup painting.
9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection for Completion a minimum of 10 days prior to date the work will be completed and ready for inspection. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected.

1. Architect’s Punch List: During inspection, Architect will prepare a list of items needing completion or correction (punch list), a copy of the punch list will be distributed to the Contractor and Owner.
2. Reinspection: Request reinspection when the Work identified in previous inspection as incomplete is completed or corrected.
3. Results of completed inspection will form the basis of requirements for final completion.
E. Contractor’s Cost for Reinspection: Architect will perform one inspection and one reinspection at no additional cost to the Contractor. The expense for the Architect’s time for additional inspections will be paid by the Owner with the amount being deducted from the Contract Sum. The expense will be based on an hourly rate in accordance with the Architect’s standard hourly rate schedule in effect at the time the work is performed with a minimum of $400.00 dollars for each additional reinspection.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
   a. Project name.
   b. Date.
   c. Name of Architect (Company name).
   d. Name of Contractor (Company Name).
   e. Page number.
4. Submit list of incomplete items in one of the following formats:

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with the California Green Building Standards Code maximum allowable VOC levels.
PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for Completion for entire Project or for a designated portion of Project:

   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   g. Sweep concrete floors broom clean in unoccupied spaces.
   h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
   i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
   j. Remove labels that are not permanent.
   k. Wipe surfaces of mechanical, electrical, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
   l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
   m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
   n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
CLOSEOUT PROCEDURES

o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
p. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Disposal."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

1. Comply with requirements of Division 02 through 33 Sections as applicable to the Work to be restored and/or repaired.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.

   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance documentation, including the following:

1. Operation and maintenance documentation.
2. Product maintenance manuals.

B. Related Sections:

1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 SUBMITTALS

A. Closeout Submittal: Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as previously reviewed and approved at the time of individual Section submittals; where applicable, clarify and update previously reviewed content to correspond to revisions and field conditions. Submit reviewed manual content formatted and organized as required by this Section.

1. Initial Submittal: Submit draft electronic copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether content of operations and maintenance submittal is acceptable.

   a. Correct or revise each manual to comply with Architect's comments. Submit final submittal copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

2. Final Submittal: Submit in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Submit the following:
a. Paper Copy: Submit one paper-copy set of marked-up record prints that have been revised to address Architect's comments from the initial submittal.

b. Digital Data Files: Submit digital data files of Project Record Drawings as PDF files on a thumb-drive.

B. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.4 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Electronic File Manuals: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Paper Copy Manuals: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf or post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number(s) on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.5 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials and in the order listed:

1. Title page.
2. Table of contents.

B. Title Page: Include the following information as applicable:

1. Subject matter included in the manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for the following:
   a. Contractor.
   b. Installer.
   c. Architect.
   d. Commissioning Authority if applicable.
   e. Architect’s major consultants that designed the systems contained in the manuals.

6. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers’ maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

1.6 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in data identified by product name and arranged to match table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
SECTION 017836
WARRANTIES

PART 1 - GENERAL

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

1.2 SUMMARY
A. Section includes administrative and procedural requirements for warranties required by
the Contract Documents, including manufacturers’ standard warranties on products
and special warranties.
B. Related Sections include but are not limited to the following:
   1. Division 01 Section “Closeout Procedures.”
   2. Division 01 Section “Operation and Maintenance Data.”
   3. Division 02 through 33 Sections for specific warranty requirements.

1.3 DEFINITIONS
A. Standard product warranties are preprinted written warranties published by individual
manufacturers for particular products and are specifically endorsed by the
manufacturer to the Owner.
B. Special project warranties are written warranties required by or incorporated in the
Contract Documents, either to extend time limits provided by standard warranties or to
provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS
A. Disclaimers and Limitations: Manufacturer’s disclaimers and limitations on product
warranties do not relieve the Contractor of the warranty on the Work that incorporates
the products. Manufacturer’s disclaimers and limitations on product warranties do not
relieve suppliers, manufacturers, and subcontractors required to countersign special
warranties with the Contractor.
B. Related Damages and Losses: When correcting failed or damaged warranted
construction, remove and replace construction that has been damaged as a result of
such failure or must be removed and replaced to provide access for correction of
warranted construction.
C. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

D. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

E. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

F. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranties: Submit (2) copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

2. Include copy of each warranty in operation and maintenance documentation.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Drawings:

B. Related Sections:

1. Division 01 Section "Use of Architect's Electronic Files" for requirements related to use of Architect's digital data files.
2. Division 01 Section "Execution" for surveys of exterior accessible routes.
3. Division 01 Section "Closeout Procedures" for general closeout procedures.
4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 RECORD DRAWING SUBMITTAL

A. Closeout Submittal: Submit Record Drawings as follows:

1. Initial Submittal: Submit one paper-copy set of marked-up record prints.
   a. Architect will indicate whether record prints are acceptable or if additional information or documentation is needed, and will return the set to the Contractor.

2. Final Submittal:
   a. Paper Copy: Submit one paper-copy set of marked-up record prints that have been revised to address Architect's comments from the initial submittal.
   b. Digital Data Files: Submit digital data files of Project Record Drawings as PDF files on a thumb-drive.
1.4 PROJECT RECORD DRAWINGS

A. Record Drawings: Maintain one set of paper copies of the Contract Drawings during the construction period for Project Record Drawing Purposes.

1. Project Record Drawing print sets shall include all drawings of the Contract Documents including original project Drawings, Shop Drawings, Supplemental Drawings, Coordination Drawings, Clarification Drawings, Change Orders, and similar drawings. Record Drawing set shall include all drawings of Contract Documents whether or not changes and additional information were recorded.

2. Store Project Record Drawings in the field office apart from the Contract Documents used for construction; do not use Project Record Drawings for construction purposes.

3. Maintain Record Drawings in good order and in a clean, dry, legible condition, protected from deterioration and loss.

4. Provide access to Project Record Drawings for Architect's reference during normal working hours.

5. Incorporate new and revised drawings into Project Record Drawings as modifications are issued; do not wait until the end of Project.

6. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

b. Accurately record information in an understandable drawing technique.

c. Record data as soon as possible after obtaining it.

d. Record and check the markup before enclosing concealed installations.

e. Cross-reference record prints to corresponding archive photographic documentation.

7. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.

b. Revisions to details shown on Drawings.

c. Depths of foundations below first floor.

d. Locations and depths of underground utilities.

e. Revisions to routing of piping and conduits.

f. Revisions to electrical circuitry.

g. Actual equipment locations.

h. Duct size and routing.

i. Locations of concealed internal utilities.

j. Changes made by Change Order or Construction Change Directive.

k. Changes made following Architect's written orders.

l. Details not on the original Contract Drawings.

m. Field records for variable and concealed conditions.

n. Record information on the Work that is shown only schematically.
8. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

9. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

10. Mark important additional information that was either shown schematically or omitted from original Drawings.

11. Note Construction Change Directive numbers, Change Order numbers, and similar identification, where applicable.

B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.

2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

C. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, submit marked-up record prints to Architect, following Architect’s review and action, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect for resolution.

   a. Refer to Division 01 Section 011105 "Use of Architect's Electronic Files" for requirements related to use of Architect's digital data files.

D. Format:

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Record Digital Data Files:


   b. Organize digital data information into separate electronic files corresponding with each building design discipline of the Contract Documents; name each file with the corresponding design discipline.
E. Identification: Include the following information on each Record Drawing:

1. "PROJECT RECORD DRAWING" designation located in a prominent location.
2. Project name if Project name is not included in a title block as part of the drawing.
3. Date.
4. Name of Architect if Architect's name is not included in a title block as part of the drawing.
5. Name of Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

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

1.2 SUMMARY
   A. This Section includes the following:
      1. Demolition and removal of selected portions of fence structure.
      2. Demolition and removal of selected site elements.
      3. Salvage of existing items to be reused, recycled, or returned to Owner.
   B. Related Sections include the following:
      1. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
      2. Division 01 Section "Photographic Documentation" for photographic documentation of pre-demolition conditions.
      3. Division 01 Section "Execution" for cutting and patching procedures.
      4. Division 01 Section “Construction Waste Disposal” for salvaging, recycling, and disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS
   A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be salvaged or reinstalled.
   B. Remove and Salvage to Owner: Detach item from existing construction in a manner to prevent damage and deliver to Owner ready for reuse.
   C. Remove and Salvage for Reinstallation: Detach item from existing construction in a manner to prevent damage, prepare for reuse, and securely store item until it is to be reinstalled at locations indicated.
   D. Existing to Remain: Existing items or improvements that are to remain and not be removed. Existing items to remain shall be protected from damage during the course of construction.
1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 SUBMITTALS

A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for physical damage, for dust control, and for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

C. Predemolition Photographs: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Division 01 Section "Photographic Documentation." Submit before Work begins.

D. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.6 QUALITY ASSURANCE

A. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to selective demolition.

1.7 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
D. Hazardous Materials: It is expected that hazardous materials will not be encountered in the Work.

   1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

E. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

   1. Maintain fire-protection facilities in service during selective demolition operations.

F. Storage or sale of removed items or materials on-site is not permitted.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

   1. If unanticipated mechanical, electrical, or structural elements are encountered and found to be in conflict with intended function or design, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

C. Inventory and record the condition of items to be removed and salvaged or removed and reinstalled. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
3.2 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use plasma or flame cutting torches without written approval from Architect. Where allowed, clear area of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations. Maintain fire watch during and for at least two hours after flame-cutting operations. Maintain adequate ventilation when using cutting torches.

5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

7. Dispose of demolished items and materials promptly, comply with requirements of Division 01 Section “Construction Waste Disposal.”

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

1. Items removed, salvaged, and reinstalled for the Contractor’s convenience shall be considered the same as items to be removed and salvaged for reinstallation.
3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

B. Concrete Slabs-on-Grade: Using power-driven saw, cut perimeter of area to be demolished, then break up and remove.
   1. Where possible or feasible, cut concrete at existing joints.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Recycle or dispose demolition waste materials according to Division 01 Section "Construction Waste Disposal." Remove demolition waste materials from Project site and legally dispose of them in demolition waste landfill acceptable to authorities having jurisdiction.

   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in accordance with local regulations and in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION
PART 1 - GENERAL

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

1.2 SUMMARY
   A. Section includes the following types of post-installed anchors:
      1. Expansion anchors.
      2. Sleeve anchors.
      3. Drop-in anchors.
      4. Screw-type anchors.
      5. Adhesive anchors.
   B. Related Sections:
      1. Division 03 Section "Cast-in-Place Concrete."
      2. Division 05 Section "Structural Steel Framing."
      3. Division 05 Section "Metal Fabrications."

1.3 REFERENCES
   A. ACI:
      1. ACI 318 – Building Code Requirements for Structural Concrete
      2. ACI 355.2 – Standard for Evaluating the Performance of Post-Installed Mechanical Anchors in Concrete
   B. ASTM:
      1. ASTM A36 – Standard Specification for Carbon Structural Steel
      2. ASTM A153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
      4. ASTM A307 – Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
      5. ASTM A615 – Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
8. ASTM C881 – Standard Specification Epoxy-Resin-Based Bonding Systems for Concrete


D. ICC-ES
   1. ICC-ES AC193 – Acceptance Criteria for Mechanical Anchors in Concrete Elements
   2. ICC-ES AC308 – Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements

1.4 SUBMITTALS

A. Product Data: For each type of product indicated; include manufacturer’s written installation instructions, physical characteristics, and load tables.

B. Evaluation Reports: From ICC-ES or IAPMO ES for each type of post installed anchor indicated.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced installer who has completed post-installed anchor installations similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of not less than 3 years of successful in-service performance.

B. Evaluation Service Approval: Use only products that have current ICC or IAPMO Evaluation Service approval.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to job site in manufacturer’s or distributor’s packaging undamaged, complete with installation instructions.

B. Protect and handle materials in accordance with manufacturer’s recommendations to prevent damage or deterioration.
PART 2 - PRODUCTS

2.1 MATERIALS

A. Carbon and Alloy Steel Nuts: ASTM A563.
B. Carbon Steel Washers: ASTM F436.
C. Carbon Steel Threaded Rod: ASTM F 1554; or ASTM A193 Grade B7; or ISO 898 Class 5.8.
D. Wedge Anchors: ASTM A510; or ASTM A108.
E. Stainless Steel Bolts, Hex Cap Screws, and Studs: ASTM F593.

2.2 POST-INSTALLED ANCHORS

A. Basis of Design: Post-installed anchors shall be of manufacturer, type, and size as indicated on Drawings; manufacturers indicated on the Drawings are selected from the following:
   1. Hilti Corporation.
   2. Simpson Strong-Tie Company.

B. Post-installed Anchors, General:
   1. Load Capacity: Capable of sustaining, without failure, a load equal to six times the load imposed when installed in solid grouted unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
   2. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5 unless otherwise indicated.

C. Expansion Anchors: Wedge type, torque-controlled, with impact section to prevent thread damage complete with required nuts and washers. Provide anchors with length identification markings conforming to ICC ES AC01 or ICC ES AC193. Type and size as indicated on Drawings.
   1. Anchorage to Concrete, provide one of the following:
      a. Hilti Kwik Bolt TZ, ICC ESR-1917 (carbon steel and AISI Type 304 Stainless Steel).

D. Sleeve Anchors: Torque-controlled, with impact section to prevent thread damage complete with required nuts and washers. Provide anchors with length identification markings conforming to ICC ES AC01 or ICC ES AC193. Type and size as indicated on Drawings.

1. Subject to compliance with requirements, provide anchor indicated on Drawings or one of the following:
   a. Hilti; HAD-P Undercut Anchor, ICC ESR-1546.
   b. Simpson Strong-Tie; Sleeve-All anchor, Factory Mutual 3017082, 3026805, 3029959 and 3043442.

E. Drop-in Anchors: Flush, internally threaded shell anchor, bottom bearing type with a slotted single piece steel shell and a tapered expander plug providing 360-degree contact with the base material. Type and size as indicated on Drawings.

1. Subject to compliance with requirements, provide anchor indicated on Drawings or one of the following:
   a. Hilti; HDI Drop-in Anchor COLA (City of LA) RR 23709.
   b. Simpson Strong-Tie; Drop-In anchor, Factory Mutual 3017082

F. Screw Anchors: Threaded type, torque-controlled, with hex-washer heads. Provide anchors with length identification markings conforming to ICC ES AC01 or ICC ES AC193. Type and size as indicated on Drawings.

1. Anchorage to Concrete, provide one of the following:
   a. Hilti; KH-EZ, ICC ESR-3027.
   b. Simpson Strong-Tie: Titen HD, ESR 2713,

G. Adhesive Anchors: Two component, all weather, high performance epoxy complying with descriptive requirements of ASTM C 881, Type IV, Grade 3, Classes A, B, and C, except for gel time; mixed and dispensed through motionless, static mixing nozzle and dispensing tool. Threaded steel rod, inserts or reinforcing dowels, complete with nuts, washers, adhesive injection system, and manufacturer’s installation instructions. Type and size as indicated on Drawings.

1. Anchorage to Concrete, provide one of the following:

H. Capsule Anchors: Threaded steel rod, inserts and reinforcing dowels with 45 degree chisel point, complete with nuts, washers, glass or foil capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, and manufacturer’s installation instructions. Type and size as indicated on Drawings.
1. Subject to compliance with requirements, provide anchor indicated on Drawings or one of the following:
   a. Hilti HVA Adhesive System with HVU capsules, ICC ER-5369.
   b. Submit Request for Substitution.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Install anchors in accordance with manufacturer's written installation instructions and as indicated on Drawings.

B. Drilling Concrete and Concrete Unit Masonry:

1. Base Material Strength: Do not drill holes in concrete or masonry until concrete, mortar, and/or grout complies with the following for the type of anchor indicated:
   a. Expansion Anchors: Do not drill base material until base material has cured 28 days minimum.
   b. Adhesive Anchors: Do not drill base material until base material has cured 7 days minimum.

2. Drill holes with rotary impact hammer drills using carbide-tipped bits and core drills using diamond core bits. Drill bits shall be of diameters as specified by the anchor manufacturer. Unless otherwise shown on the Drawings, all holes shall be drilled perpendicular to the concrete or masonry surface.
   a. Cored Holes: Where anchors are to be installed in cored holes, use core bits with matched tolerances as specified by the manufacturer.
   b. Embedded Items: Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Exercise care in coring or drilling to avoid damaging existing reinforcing or embedded items. Notify the Engineer if reinforcing steel or other embedded items are encountered during drilling. Take precautions as necessary to avoid damaging prestressing tendons, electrical and telecommunications conduit, and gas lines.

C. Wedge Anchors, Sleeve Anchors, and Undercut Anchors: Protect threads from damage during anchor installation. Sleeve anchors shall be installed with sleeve fully engaged in part to be fastened. Set anchors to manufacturer's recommended torque, using a torque wrench. Following attainment of 10% of the specified torque, 100% of
the specified torque shall be reached within 7 or fewer complete turns of the nut. If the specified torque is not achieved within the required number of turns, the anchor shall be removed and replaced unless otherwise directed by the Architect.

D. Cartridge Injection Adhesive Anchors: Clean all holes per manufacturer instructions to remove loose material and drilling dust prior to installation of adhesive. Inject adhesive into holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive. Follow manufacturer recommendations to ensure proper mixing of adhesive components. Sufficient adhesive shall be injected in the hole to ensure that the annular gap is filled to the surface. Remove excess adhesive from the surface. Shim anchors with suitable device to center the anchor in the hole. Do not disturb or load anchors before manufacturer specified cure time has elapsed.

E. Capsule Anchors: Perform drilling and setting operations in accordance with manufacturer instructions. Clean all holes to remove loose material and drilling dust prior to installation of adhesive. Remove water from drilled holes in such a manner as to achieve a surface dry condition. Capsule anchors shall be installed with equipment conforming to manufacturer recommendations. Do not disturb or load anchors before manufacturer specified cure time has elapsed.

F. Observe manufacturer recommendations with respect to installation temperatures for cartridge injection adhesive anchors and capsule anchors.

3.3 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor’s expense.

B. Base Material Strength: Do not test anchors until base material has cured for a minimum of 28 days and has achieved design strength.

C. Testing: Each type and size of drilled-in anchor shall be proof loaded by the independent testing laboratory. Adhesive anchors and capsule anchors shall not be torque tested unless otherwise directed by the Structural Engineer. If any anchor fails testing, all anchors of the same type, diameter, and which were installed by the same trade and not previously tested, shall be tested until twenty (20) consecutive anchors pass, then resume the initial test frequency.

1. Minimum anchor embedments, proof loads and torques shall be as indicated on the Drawings.
2. Torque shall be applied with a calibrated torque wrench.
3. Proof loads shall be applied with a calibrated hydraulic ram. Displacement of adhesive and capsule anchors at proof load shall not exceed D/10, where D is the nominal anchor diameter.
4. Testing frequency shall be per 2019 CBC 1910A.5.3.

   a. Sill Plate Bolting: Test 10 percent of anchors.
   b. Structural Applications other than Sill Plate Bolting: Test all anchors.
c. Non-Structural Applications (Equipment Anchorage): Test 50 percent or alternate bolts in a group, including at least one-half the anchors in each group, shall be tested.

5. Test acceptance criteria shall be per 2019 CBC 1910A.5.5.

END OF SECTION
SECTION 033000
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:

1. Footings.

B. Related Sections:

1. Division 01 Section “Quality and Testing Requirements” for administrative and procedural requirements for quality assurance including independent testing requirements.
2. Division 32 Sections as applicable to concrete paving and site concrete work.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Qualification Data: For the Ready-mixed concrete manufacturer, include copies of applicable ACI certificates.

D. Material Certificates: For each of the following, signed by manufacturers:
1. Cementitious materials.
2. Steel reinforcement and accessories.
3. Repair materials.

E. Material Test Reports: For aggregates, from a qualified testing agency, indicating compliance with requirements:

F. Mill certificates: Steel producer's certificates of mill analysis, tensile, and bend tests for reinforcing steel. Submit certificates accompanying the Shop Drawings.

G. Steel Reinforcement Record Drawings: Shop drawings shall be corrected to reflect actual field changes and shall be submitted to the Architect.

H. Welding certificates.

I. Delivery Tags: Delivery tags for all concrete.

J. Batch Plant Inspection Waiver: When batch plant inspection waiver is requested, evidence of compliance shall be submitted to, and approved by, the Governing Agency; refer to requirements in Part 3 Article “Field Quality Control.”

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel who shall be thoroughly familiar with the specified requirements, completely trained and experienced in the necessary skills required for work performed under this Section. In actual installation of the work of this Section, use adequate numbers of skilled workmen to insure installation in strict accordance with the contract documents design.

B. Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer shall be certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Testing Agency: An independent agency retained by the Owner, acceptable to the Architect and DSA, and qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

E. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."

F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.
2. ACI 318-14, “Building Code Requirements for Structural Concrete” with amendments per 2019 California Building Code, Chapter 19A, Section 1905A.
3. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

G. Preinstallation Conference: Conduct conference at Project site.
   1. Review the following:
      a. Steel reinforcement installation.
      b. Anchor rod and anchorage device installation tolerances.
      c. Concrete repair procedures.
      d. Concrete protection.
      e. Initial curing and field curing of field test cylinders (ASTM C31/C31M.)
      f. Protection of field cured field test cylinders.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
   1. Identification: Bundle and tag reinforcing steel with grades and suitable identification marks for checking, sorting and placing. Use waterproof tags and markings and do not remove until steel is in place.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

A. Earth Forms: Use for sides of footings only where soil is firm and stable and concrete will not be exposed. Where earth forms are used, cut excavations neat and accurate to size for placing concrete directly against the excavation.

B. Rough-Formed Finished Concrete: Use for formed concrete that will not be exposed in the finished work, fabricate forms of plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.

C. Plain-Steel Wire: ASTM A 82/A 82M, as drawn.

D. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.
E. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. Slabs on Grade and Foundations: Use precast concrete blocks, plastic-coated steel with bearing plates or specifically designed wire-fabric supports fabricated of plastic. Precast blocks shall be not less than 3 inches by 3 inches square and shall have a compressive strength equal to or greater than the strength of the surrounding concrete.
2. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

G. Fabricating Reinforcement: Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice" or ACI SP-66 and the details shown on the Drawings.

1. In the case of fabricating errors, do not rebend or straighten reinforcement in a manner that will damage or weaken the material.
2. Bends shall be made cold using pin sizes as recommended ACI 318 as modified by T24, CCR, Part 2.
3. Unacceptable Work: Reinforcement with any of the following defects will not be permitted:
   a. Bar lengths, depths, and bends exceeding specified fabrication tolerance.
   b. Bends or kinks not indicated on the project Drawings or the final Shop Drawings.
   c. Bars with reduced cross-section due to excessive rusting or other cause.

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type I or II, gray.
   a. ASTM C 150, Type V where concrete will be mixed with aggregates containing reactive substances. Low alkali cement shall contain not more than 0.6 percent total alkali when calculated as sodium oxide as determined by the method given in ASTM C114.
   b. Fly Ash: ASTM C 618, Class F. The use of a quality fly ash will be permitted as a cement-reducing admixture up to a maximum of 15% of the weight of portland-cement.

B. Normal-Weight Aggregates: ASTM C 33, Class 3M coarse aggregate or better, graded. Provide aggregates from a single source.
1. Where concrete expansion from alkali silica or alkali carbonate reactions is anticipated, provide aggregate with documented service record data of at least 10 years’ satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.

2. Fine and coarse aggregates shall be regarded as separate ingredients. Each size of coarse aggregate, as well as the combination of sizes when two or more are used, shall conform to the grading requirements of ASTM C33.

3. Coarse aggregate: Coarse aggregate shall consist of a clean, hard, fine grained, sound crushed rock, or washed gravel or a combination of both. It shall be free from oil, organic matter, or other deleterious substances. Aggregate shall be uniformly graded from one-quarter inch size to maximum size.

4. The maximum size of aggregates used in the project shall be consistent with the dimensions and form of the section being placed, the location and spacing of the reinforcing bars, and with the method of compaction, and shall be such as will produce dense and uniform concrete free from rock pockets, honey-comb and other irregularities. The nominal maximum size of the aggregate shall not be more than one-fifth the narrowest dimension between forms, one-third the depth of slabs nor three-fourths the minimum clear spacing between reinforcing bars.

5. Combined Grading: The combined grading shall be such that the percentage by weight of the combined aggregates shall fall within the limits established as follows:

<table>
<thead>
<tr>
<th>Sieve number or size in inches (maximum)</th>
<th>1-1/2”</th>
<th>1”</th>
<th>3/4”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passing a 2 inch</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Passing a 1-1/2 inch</td>
<td>95-100</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Passing a 1 inch</td>
<td>70-90</td>
<td>90-100</td>
<td>---</td>
</tr>
<tr>
<td>Passing a 3/4 inch</td>
<td>50-80</td>
<td>70-95</td>
<td>90-100</td>
</tr>
<tr>
<td>Passing a 3/8 inch</td>
<td>40-60</td>
<td>45-70</td>
<td>55-75</td>
</tr>
<tr>
<td>Passing a No. 4</td>
<td>35-55</td>
<td>35-55</td>
<td>40-60</td>
</tr>
<tr>
<td>Passing a No. 8</td>
<td>25-40</td>
<td>27-45</td>
<td>30-46</td>
</tr>
<tr>
<td>Passing a No. 16</td>
<td>16-34</td>
<td>20-38</td>
<td>23-40</td>
</tr>
<tr>
<td>Passing a No. 30</td>
<td>12-25</td>
<td>12-27</td>
<td>13-28</td>
</tr>
<tr>
<td>Passing a No. 50</td>
<td>2-12</td>
<td>5-15</td>
<td>5-15</td>
</tr>
<tr>
<td>Passing a No. 100</td>
<td>0-3</td>
<td>0-5</td>
<td>0-5</td>
</tr>
</tbody>
</table>

6. Special grading or size limitations: When reviewed and approved by the Architect, other gradings or maximum size limitations may be used if mixes are designed and tested in accordance with the concrete mixture specified in the “Concrete Mixtures” Article.

7. Soundness of Aggregates: Both the coarse and fine aggregate shall be tested by the use of a solution of sodium or magnesium sulfate, or both, whenever in the judgment of the Architect, such tests are necessary to determine the quality of the material. Such tests shall be performed in accordance with ASTM C88 and the results shall show compliance with the limits set forth in ASTM C33.

8. Reactivity: Aggregates shall be free from any substance which may be deleteriously reactive with the alkalies in the cement in an amount sufficient to cause excessive expansion of the concrete or which will interfere with normal...
hydration of the cement. Acceptability of the aggregate shall be based upon satisfactory evidence that the aggregate is free from such materials.

9. Aggregates shall be tested, when required by the Architect prior to the concrete mix being established, in accordance with the following specifications:

<table>
<thead>
<tr>
<th>Test</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abrasion</td>
<td>ASTM C131 and C535</td>
</tr>
<tr>
<td>Gradation</td>
<td>ASTM C136</td>
</tr>
<tr>
<td>Alkali Reactivity</td>
<td>ASTM C289 and C227</td>
</tr>
<tr>
<td>Organic Impurities</td>
<td>ASTM C40</td>
</tr>
<tr>
<td>Clay Lumps</td>
<td>ASTM C142</td>
</tr>
</tbody>
</table>

10. Maximum Coarse-Aggregate Size: Nominal size as indicated on Drawings.


2.4 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301, ACI 318, Chapter 26, and Chapter 19A of the California Building Code.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
   a. The testing agency used for preparing mixture designs shall be different from the testing agency retained by the Owner for testing concrete strength and materials.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 15 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to the following percentages by weight of cement.

1. Reinforced concrete exposed to chloride in service: 0.15 percent.
2. Reinforced concrete that will be dry or protected from moisture in service: 1.00 percent.
3. Other reinforced concrete: 0.30 percent.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete and concrete with a water-cementitious materials ratio below 0.50.

2.5 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Proportion normal-weight concrete mixture as indicated below for strength, slump, water/cement ratio, and maximum aggregate size.

1. Footings:
   a. Slump: 4 inches, unless noted otherwise on drawings.

2.6 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Project site mixing of concrete for other purposes may be permitted only when reviewed and approved by the Architect. When allowed, measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ACI 318. Mix concrete materials in appropriate drum-type batch machine mixer, the capacity of the mixer shall be such that it will handle one or more full sack batches.

C. Control of Admixtures:

1. Admixtures shall be charged into the mixer as solutions and shall be measured by means of an approved mechanical dispensing device. The liquid shall be considered a part of the mixing water. Admixtures that cannot be added in solution may be weighed or may be measured by volume if so recommended by the manufacturer.

D. Concrete shall be mixed only in quantities for immediate use. Concrete which has set shall not be retempered, but shall be discarded.

E. When concrete arrives at the project with slump below that suitable for placing, as indicated by the specifications, water may be added only if neither the maximum permissible water-cement ratio nor the maximum slump is exceeded. The water shall be incorporated by additional mixing equal to at least half of the total mixing required. An addition of water shall be accompanied by a quantity of cement sufficient to maintain the proper water-cement ratio. Such addition shall be reviewed by the Architect.
2.7 EMBEDDED ITEMS
A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."

2.8 MISCELLANEOUS CONCRETE ITEMS
A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

2.9 CONCRETE PROTECTING AND CURING
A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305 for hot-weather protection during curing.

B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

1. Coordinate and modify curing methods in accordance with provisions of sections for cure-sealer-hardener and topical vapor barrier applications.

C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days using a water saturated absorptive cover kept continuously wet.

2.10 CONCRETE SURFACE REPAIRS
A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete.
   a. Limit cut depth to 3/4 inch.
   b. Make edges of cuts perpendicular to concrete surface.
   c. Perimeters of cut areas shall be square or rectangular in shape with cuts vertical and horizontal.
   d. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried.
   e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
5. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
F. Repair materials and installation not specified above may be used, subject to Architect's approval.

2.11 FIELD QUALITY CONTROL

A. The Architect shall have the right to order the testing of any materials used in the concrete construction to determine if they are of the quality specified.

B. Contractor Responsibilities:

1. The Contractor shall maintain control of the quality of materials and workmanship in order to conform with the drawings and specifications.
2. To facilitate testing and inspection, the Contractor shall:
   a. Schedule tests and inspections with the Testing and Inspection Agency sufficiently in advance of operations to allow for the assignment of personnel and for the completion of testing and inspecting responsibilities.
   b. Provide access to the Work for the designated Testing and Inspection Agency.
   c. Furnish all necessary materials and labor to assist the designated Testing and Inspection Agency in obtaining and handling samples at the project or other sources of materials.
   d. Provide and maintain for the sole use of the Testing and Inspection Agency adequate facilities for safe storage and proper curing of concrete test specimens on the project site for the first 24 hr. as required by ASTM C31.

3. The Contractor shall correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
4. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
5. Additional testing and inspecting will be performed to determine compliance of replaced or additional work with specified requirements.
   a. The cost of additional testing and inspection of replaced work will be paid for by the Owner with the amount being deducted from the Contract Amount by a Change Order.

END OF SECTION
PART 1 – GENERAL

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

1.2 SUMMARY
A. Section Includes:
   1. Decorative ornamental galvanized metal tubular picket fence system.
B. Related Sections:
   1. Division 03 Concrete

1.3 REFERENCES
A. American Society for Testing Materials:
   1. A239 Practice for Locating the Thinnest Spot in a Zinc(Galvanized) Coating on Iron or Steel Articles
   2. A653/A653M Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron-Alloy- Coated (Galvannealed) by the Hot-Dip Process
   3. A1008/A1008M Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable
   5. B117 Practice for Operating Salt Spray (Fog) Apparatus
   6. D523 Test Method for Specular Gloss
   7. D714 Test Method for Evaluating Degree of Blistering of Paints
   8. D1654 Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
   9. D2244 Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates
   11. D3359 Test Methods for Measuring Adhesion by Tape Test
1.4 SUBMITTALS
   A. Product Data: Manufactures information for each type of product indicated.
   B. Shop Drawings: Product elevations, sections, and details as necessary.
   C. Product Warranty: Pickets, Posts, and Rails standard limited warranty that ornamental fence system is free from defects in material and workmanship including cracking, peeling, blistering and corroding for a period of 10 years from the date of purchase.

1.5 QUALITY ASSURANCE
   A. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and the materials and techniques specified.
   B. Provide complete fence system and gates, with all components provided by a single manufacturer, including all panels, posts, gates, fittings and hardware.
   C. Manufacturer Qualifications: Company specializing in manufacturing of steel ornamental picket fence systems with a minimum of 5 years documented experience.

1.6 PRODUCT HANDLING AND STORAGE
   A. Panels, gates, posts, and accessories to be delivered to the project site assembled and coated. Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping.
   B. Materials shall be handled and stored properly to protect against damage, weather, vandalism and theft.

PART 2 – PRODUCTS

2.1 SECURE WELD PLUS® DECORATIVE ORNAMENTAL STEEL FENCE
   A. Approved manufacture: Merchants Metals®
      www.merchantsmetals.com Phone: (888) 260-1600 Fax: (888) 261-3600
tech-info@merchantsmetals.com
   B. Products from other qualified manufacturers who have ten years or more experience manufacturing steel ornamental picket fencing will be considered by the architect as equal if approved in writing 10 days prior to biddings, and they meet all specifications for design, size, and gauge of metal parts and fabrication. Picket fences and gates must be obtained from a single source.
   C. Securely welded biasable fence system shall rack 45 degrees based on an 8’ nominal panel if required.
   D. Choose style: Lafayette, Kent, Monroe (Non-Biasable), or Curve Top.
   E. Choose nominal height: 4’, 5’, 6’, 8’, or Custom.
   F. Pickets, Posts, and Rails: Galvanized square steel tubular members manufactured per ASTM F2408, having minimum yield strength of 45,000 psi. Choose one:
      Residential, Commercial, or Industrial.
      1. Residential: Picket 5/8” square 18 gauge with pickets 4-9/16” O.C., Rail 1” square 16 gauge, actual panel width 94”, 120”, or custom.
2. Commercial: Picket 3/4" square 16 gauge 4-3/4" O.C., Rail 1-1/2" square 14 gauge, actual panel width 94", 120", or custom.
3. Industrial: Picket 1" square 16 gauge 5" O.C., Rail 2" square 14 gauge, actual panel width 94", 120", or custom.

2.2 ACCESSORIES

A. Rail/Post Bracket – Bracket system ensures easy installation without the need to weld in the field.
B. Post Caps: Cast aluminum or malleable iron or formed steel manufactured to form a weather-tight closure. Choose Cap style: Ball or flat tops - on all posts.
C. Rings: Decorative rings as required.
D. Finial Tops for Pickets – Choose: Square Top, Quad Flair with Ball or Triad Spear.

2.3 GATES

A. Ornamental picket swing gates (see section 32 31 19.20)
B. Ornamental picket pre-hung gates (see section 32 31 19.30)
C. Ornamental picket cantilever slide gates (see section 32 31 19.40)

2.4 SETTING MATERIALS

A. Concrete: Minimum 28 day compressive strength of 3,000 psi.
B. Flanged Post: Provide flanged base plates with 4 holes for surface mounting where indicated. (For wall mount or pad mount situations.)

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify areas to receive fencing are completed to final grades and elevations.
B. Property lines and legal boundaries of work to be clearly established by the general contractor or property owner.

3.2 FENCE INSTALLATION

A. Install fence per manufacturer's recommendations.
B. Space posts uniformly at manufactures standard face to face of post dimension unless instructed otherwise.

C. Set posts in concrete. Dig holes having a diameter 4 times the diameter of the post, and 6" deeper than the bottom of the post. Crown concrete at top to shed water.

3.3 CLEANING

A. Clean up debris and remove from the site.

END OF SECTION
FENCE PANEL SCHEDULE

<table>
<thead>
<tr>
<th>MEMBER SIZE:</th>
<th>8'-0&quot; TALL ORNAMENTAL FENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTERMEDIATE POSTS @ 8'-0&quot; o.c. MAX.</td>
<td>HSS 4x4x14 GA.</td>
</tr>
<tr>
<td>CORNER AND END POSTS</td>
<td>HSS 4x4x12 GA.</td>
</tr>
<tr>
<td>GATE POST FOR LEAF UP TO 4'-0&quot; WIDE</td>
<td>HSS 4x4x1/4 12.21 PLF</td>
</tr>
<tr>
<td>GATE POST FOR LEAF &gt; 4'-0&quot; &amp; ≤ 6'-0&quot; WIDE</td>
<td>HSS 4x4x1/4 12.21 PLF</td>
</tr>
<tr>
<td>GATE POST FOR LEAF &gt; 6'-0&quot; &amp; ≤ 10'-0&quot; WIDE</td>
<td>HSS 6x6x1/4 19.00 PLF</td>
</tr>
<tr>
<td>TOP AND BRACE RAILS</td>
<td>2&quot;x2&quot;x11 GA. PERIMETER FRAME</td>
</tr>
<tr>
<td>PERFORATED METAL PRIVACY PANEL, TYP ALL</td>
<td>1/16&quot; @ 1/8&quot; DIA, 22.5% OPEN AREA</td>
</tr>
</tbody>
</table>

NOTES

8'-0" TALL ORNAMENTAL FENCE APPROX. 542' LINEAR FEET OF PANEL & POST

1. DEMO EXISTING FENCE FABRIC PER SITE PLAN, FENCE BEHIND BLEACHERS TO REMAIN
2. STEEL POSTS TO REMAIN FOR NEW POST SLEEVE INSTALLATION, WHERE POST ARE NOT ABLE TO BE SALVAGED, SAWCUT AND GRIND TO SMOOTH FLUSH CONDITION AT GRADE
3. REMOVE ALL FENCE MOUNTED POOL ACCESSORIES AND RELINQUISH TO OWNER
4. ALL GATE CONDITIONS TO BE FIELD VERIFIED BEFORE FABRICATION, ANY DISCREPANCIES TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO FABRICATION
# Gate Schedule

<table>
<thead>
<tr>
<th>Gate</th>
<th>Description</th>
<th>Type</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>G1</td>
<td>Gate 1 (Main Entry) Accessible/ Egress</td>
<td>Pedestrian Double Gate / Panic Hardware</td>
<td>(2) 48&quot; Leaf X 8' High</td>
</tr>
<tr>
<td>G2</td>
<td>Gate 2 (Bleacher Entry) Accessible/ Egress</td>
<td>Pedestrian Single Gate / Panic Hardware</td>
<td>(1) 48&quot; Leaf X 8' High</td>
</tr>
<tr>
<td>G3</td>
<td>Gate 3 (Bleacher Entry) Accessible/ Egress</td>
<td>Pedestrian Single Gate / Panic Hardware</td>
<td>(1) 42&quot; Leaf X 6-8&quot; High</td>
</tr>
<tr>
<td>G4</td>
<td>Gate 4 (Bleacher Entry) Accessible/ Egress</td>
<td>Pedestrian Double Gate / Panic Hardware</td>
<td>(1) 48&quot; Leaf X 8' High</td>
</tr>
<tr>
<td>G5</td>
<td>Gate 5 (Service Entry)</td>
<td>Service Double Gate, Cane Bolt, See A110.12</td>
<td>(2) 60&quot; Leaf X 8' High</td>
</tr>
<tr>
<td>G6</td>
<td>Gate 6 (Service Entry)</td>
<td>Service Single Gate</td>
<td>(1) 72&quot; Leaf X 8' High</td>
</tr>
<tr>
<td>G7</td>
<td>Gate 7 (Storage Entry)</td>
<td>Storage Single Gate</td>
<td>(1) 60&quot; Leaf X 8' High</td>
</tr>
<tr>
<td>G8</td>
<td>Gate 8 (Service Entry)</td>
<td>Service Single Gate</td>
<td>(1) 48&quot; Leaf X 8' High</td>
</tr>
<tr>
<td>G9</td>
<td>Gate 9 (Service Entry)</td>
<td>Service Single Gate</td>
<td>(1) 60&quot; Leaf X 8' High</td>
</tr>
<tr>
<td>G10</td>
<td>Gate 10 (Service Entry)</td>
<td>Service Single Gate</td>
<td>(1) 72&quot; Leaf X 8' High</td>
</tr>
<tr>
<td>G11</td>
<td>Gate 11 (Service Entry)</td>
<td>Service Double Gate, Cane Bolt, See A110.12</td>
<td>(2) 60&quot; Leaf X 8' High</td>
</tr>
<tr>
<td>G12</td>
<td>Gate 12 (Service Entry)</td>
<td>Service Single Gate</td>
<td>(1) 72&quot; Leaf X 8' High</td>
</tr>
<tr>
<td>G13</td>
<td>Gate 13 (Service Entry)</td>
<td>Storage Single Gate</td>
<td>(1) 60&quot; Leaf X 8' High</td>
</tr>
</tbody>
</table>
NOTE: DIMENSIONS SHOWN DIAGRAMATICALLY FOR SCOPING USE, FIELD VERIFY ALL EXISTING CONDITIONS
4" 1"x1"x16 GA. FENCE PICKETS SPACED AT 5" O.C., 2"x2"x14 GA. TOP AND BOTTOM RAILS

TYPICAL FENCE PANEL, U.N.O.

POST CAP

PERF. METAL PANEL, TYP.

10' - 0" TYP.

TYPICAL FENCE PANEL, U.N.O.

POST CAP

PERF. METAL PANEL, TYP.

10' - 0"

2"x2"x14 GA. TOP AND BOTTOM RAILS

1"x1"x16 GA. FENCE PICKETS SPACED AT 5" O.C.,

FENCE PANEL DETAIL  SCALE 1/2"= 1'-0"

PERFORATED PANEL DETAIL

BRACKET INSTALLATION DETAIL

1/16" @ 1/8" STAGGERED

22.5% OPEN AREA

SWIMMING POOL FENCING

MCCD-MERCED COLLEGE

3600 M STREET

MERCED, CA

SUPPLEMENTAL DRAWING
4x4x1/4 HSS, FENCE POST

EXISTING 3" DIA. GALVANIZED FENCE POST TO REMAIN, SLEEVE NEW SQ. TUBING POST OVER

1/2" STEEL ON 5/8" DRYPACK 1/2" HILTI KWIK BOLT TZ MIN. EMB. 4" ICC-ESR-1917 (TORQUE TEST 60 FT. LB. PER CBC 1913A)

1/2" STEEL ON 5/8" DRYPACK 1/2" HILTI KWIK BOLT TZ MIN. EMB. 4" ICC-ESR-1917 (TORQUE TEST 60 FT. LB. PER CBC 1913A)

GATE DOOR, WHERE OCCURS

BASE PLATE CENTERED

FENCE POST DETAIL SCALE 1-1/2"= 1'-0"
4x4x1/4 HSS, FENCE POST

EXISTING 3" DIA. GALVANIZED FENCE POST TO REMAIN, SLEEVE NEW SQ. TUBING POST OVER

3/4" STEEL ON 5/8" DRYPACK
1/2" HILTI Kwik Bolt TZ MIN. EMB. 4" ICC-ESR-1917 (TORQUE TEST 60 FT. LB. PER CBC 1913A)

EXISTING CONCRETE FENCE POST FOOTING TO REMAIN

NON-SHRINK 1" MAX GROUT PAD

VIEW A-A

BASE PLATE- OFF SET

NOTE: WHERE CONDITIONS REQUIRE FOR POST TO BE FLUSH MOUNTED ONE SIDE, UTILIZE BASE PLATE- OFF SET PER THIS DETAIL

FENCE POST DETAIL  SCALE 1-1/2"= 1'-0"
EXISTING CMU BLOCK WALL

NORTH

PLAN VIEW

ELEVATION VIEW

MAIN ENTRY GATE

SWIMMING POOL FENCING

MCCD-MERCED COLLEGE

3600 'M' STREET

MERCED, CA

GATE DETAIL  SCALE 1-1/2"= 1'-0"

TETER, LLP

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125 S. BRIDGE ST. 150
VISALIA, CA 93291 | 559.625.5244
1200 DISCOVERY DR. 160
BAKERSFIELD, CA 93309 | 661.843.8400

SUPPLEMENTAL DRAWING

DWG. DATE:

2/15/2022

JOB NUMBER:

21-12270
PER SCHEDULE

GATE LEAF

1" x 1" x 1/8" FENCE PICKETS SPACED AT 4" o.c., TYP.

2" X 10" X 11 GA. STEEL BOTTOM RAIL / KICK PLATE

2" X 12" X 11 GA. STEEL HORIZONTAL RAIL

1" x 1" x 1/8" FENCE PICKETS SPACED AT 4" o.c., TYP.

4" X 4" X 1/4" TUBE STEEL POST @ 4'-0" GATE LEAF OR LESS

ADJACENT FENCE PANEL (WHERE OCCURS)

LEVER HARDWARE, LOCK AND PANIC HARDWARE

ADJACENT (E) C.L. FENCE & POST TO REMAIN

NORTH

PLAN VIEW

ELEVATION VIEW

BLEACHER ENTRY GATE

G2

SUPPLEMENTAL DRAWING

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SWIMMING POOL FENCING MCCD-MERCED COLLEGE
3600 'M' STREET MERCED, CA

JOB NUMBER: 21-12270
DWG. DATE: 2/15/2022
A110.8
(E) CONCRETE WALL, TO REMAIN

1"x1"x1/8" FENCE PICKETS SPACED AT 4" o.c., TYP.

LEVER HARDWARE, LOCK AND PANIC HARDWARE

GATE LEAF

PER SCHEDULE

1"x1"x1/8" FENCE PICKETS SPACED AT 4" o.c., TYP.

2" X 12" X 11 GA. STEEL HORIZONTAL RAIL

2" X 10" X 11 GA. STEEL BOTTOM RAIL / KICK PLATE

ELEVATION VIEW

BLEACHER ENTRY GATE

SUPPLEMENTAL DRAWING

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MCCD-MERCED COLLEGE
3600 'M' STREET
MERCED, CA

SWIMMING POOL FENCING

GATE DETAIL SCALE 1/2"= 1'-0"

JOB NUMBER: 21-12270
DWG. DATE: 2/15/2022
A110.9
BLEACHER ENTRY GATE

GATE DETAIL  SCALE 1/2"= 1'-0"

- 2" X 12" X 11 GA. STEEL HORIZONTAL RAIL
- 2" X 10" X 11 GA. STEEL BOTTOM RAIL / KICK PLATE
- 4" X 4" X 1/4" TUBE STEEL POST @ 4'-0" GATE LEAF OR LESS
- LEVER HARDWARE, LOCK AND PANIC HARDWARE
- 1"x1"x1/8" FENCE PICKETS SPACED AT 4" o.c., TYP.
- ADJACENT FENCE PANEL (WHERE OCCURS)

SUPPLEMENTAL DRAWING

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BAKERSFIELD, CA 93309  |  661.843.8400

SWIMMING POOL FENCING
MCCD-MERCED COLLEGE
3600 M' STREET
MERCED, CA

JOB NUMBER: _21-12270_
DWG. DATE: _2/15/2022_
PER SCHEDULE
GATE LEAF
PULL HARDWARE, LOCK & CANE BOLT
OPP. PANEL
6" X 6" X 1/4" TUBE STEEL POST @ GATE LEAF
ADJACENT FENCE PANEL (WHERE OCCURS)
3'-4" E.F. FENCE & POST TO REMAIN, SLEAVE NEW GATE POST OVER, MOUNT WITH BASE PLATE

PLAN VIEW

NORTH

GATE DETAIL SCALE 1/2"= 1'-0"

ELEVATION VIEW

SERVICE GATE
3/4" Ø HOLE

(PUSH SIDE)

(PULL SIDE)

DETAIL A-A

3/4" DIA. HOLE

1/4" THICK SHAPED PLATE

GRIND SMOOTH, TYP.

GATE PERIMETER FRAME

B. TOP OF LOWER LATCH

+2' - 6"

1/8"

2" DIA. DRILLED HOLE w/ GROUTED 1-1/2" DIA. GALV. PIPE SLEEVE

3/4" DIA. HOLE, TYP.

3/4" DIA. HOLE, TYP.

1/4"

1 1/2"

SILICONE SEALANT, COLOR TO MATCH POST

1/2" DIA. ROD

CANE BOLT DETAIL

SCALE 1-1/2"= 1'-0"

SUPPLEMENTAL DRAWING
FIELD VERIFIED TO (E) CONDITION

GATE LEAF PER SCHEDULE & FIELD VERIFIED TO (E) CONDITION

FIELD VERIFY WITH EXISTING POSTS

EXISTING CONCRETE CURB & STEEL BASE PLATE

MOUNT NEW ADJACENT FENCE PANEL TO (E) STEEL POST @ THIS LOCATION ONLY

4" X 4" X 1/4" TUBE STEEL POST SLEAVED OVER (E) 3" DIA. POST, SAWCUT (E) POST @ HEIGHT REQ'D FOR INSTALL

ATTACH NEW FENCE POST TO (E) STEEL POST W/ #12 SMS @ 18" O.C., 3 MIN., #3 PRE DRILL ONE SIDE OF TUBE AS REQUIRED FOR INSTALL

ATTACH NEW FENCE POST TO (E) ADJACENT STEEL POST W/ ADJACENT TUBE STEEL POST TO REMAIN, PAINT BLACK TO MATCH NEW FENCE BEFORE INSTALL

ATTACH NEW FENCE POST TO (E) STEEL POST W/ ADJACENT TUBE STEEL POST TO REMAIN, PAINT BLACK TO MATCH NEW FENCE BEFORE INSTALL

2" X 12" X 11 GA. STEEL HORIZONTAL RAIL

MOUNT NEW ADJACENT FENCE PANEL BETWEEN CURB TO FIT PANEL BENEATH FASCIA

MOUNT ADJACENT FENCE PANEL RAIL 1/2" MAX. ABOVE CURB TO FIT PANEL BENEATH FASCIA

NEW FENCE POST TO MOUNT ON TOP OF (E) CONC. CURB, EQ. SPACED AS REQ'D.

(E) WOOD FASCIA, COORD. FENCE HT. W/ FIELD CONDITION

(E) CMU BLOCK WALL

FIELD VERIFY W/ EXISTING POSTS

4"

DWG. DATE: 2/15/2022

MCCD-MERCED COLLEGE

SWIMMING POOL FENCING

3600 'M' STREET

MERCED, CA
(E) C.L. FENCE & POST TO REMAIN, SLEEVE NEW GATE POST OVER, MOUNT WITH BASE PLATE

ADJACENT FENCE PANEL (WHERE OCCURS):
6" X 6" X 1/4" TUBE STEEL POST @ GATE LEAF IF GREATER THAN 4'-0"

PULL HARDWARE, LOCK & CANE BOLT
SWIMMING POOL FENCING
MCCD-MERCED COLLEGE
3600 M STRE E
MERCED, CA

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SUPPLEMENTAL DRAWING

PER SCHEDULE
GATE LEAF
3" 10"
1"x1"x1/8" FENCE PICKETS SPACED AT 4" O.C., TYP.

LEVER HARDWARE AND LOCK (WHERE OCCURS)

EXISTING CMU BLOCK WALL

PROVIDE 12" TALL X 6'-2" WIDE CLOSER PANEL W/ PERF. METAL, 2", RAIL, 11 GA. STEEL FRAME, FINISH TO MATCH GATE, USE 90 DEG. ANGLE IRON TABS TO CONNECT TO (E) CMU WALL AT OPENING

1"x1"x1/8" FENCE PICKETS SPACED AT 4" O.C., TYP.

4" X 4" X 1/4" TUBE STEEL POST @ 4'-0" GATE LEAF OR LESS

2" X 12" X 11 GA. STEEL HORIZONTAL RAIL

2" X 10" X 11 GA. STEEL BOTTOM RAIL / KICK PLATE

ELEVATION VIEW
SERVICE ENTRY GATE
GATE DETAIL SCALE 1/2"= 1'-0"

NORTH
PLAN VIEW

SIMPSON TITEN HD
L 1-1/2" X 1-1/2" X 0.125"
ATTACH TO WALL & FRAME

DWG. DATE: 2/15/2022
JOB NUMBER: 21-12270
DWG. DATE: 2/15/2022

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SUPPLEMENTAL DRAWING
PER SCHEDULE

GATE LEAF

3" 10"

1"x1"x1/8" FENCE PICKETS SPACED AT 4" o.c., TYP.

LEVER HARDWARE AND LOCK (WHERE OCCURS)

2" X 10" X 11 GA. STEEL BOTTOM RAIL / KICK PLATE

2" X 12" X 11 GA. STEEL HORIZONTAL RAIL

4" X 4" X 1/4" TUBE STEEL POST @ 4'-0" GATE LEAF OR LESS

PERF. METAL PANELS, TYP.

EXISTING WALL

ELEVATION VIEW

PER SCHEDULE

STORAGE ENTRY GATE

GATE DETAIL  SCALE 1/2"= 1'-0"

SWIMMING POOL FENCING

MCCD-MERCED COLLEGE

3600 'M' STREET

MERCED, CA
POST CAP, TYP.

TOP RAIL PER SCHEDULE

PRE-FABRICATED FENCE PANEL SECTIONS, TOP RAIL & 1"x1"x PICKETS @ 4" o.c.

HSS POST @ 8'-0" o.c. MAX. PER SCHEDULE

FELT EXPANSION JOINT, TYP.

CONCRETE WALK (WHERE OCCURS)

CONCRETE FOOTING PER TABLE

HSS RAIL, TYP.

2" RAIL MOUNTING BRACKET PER MFR., TYP.

(2) 3/16" MIN. BOLT PER MFR., TYP.

RAIL TO POST CONNECTION

TOP OF POST

3"

8' - 0"

2"

4"

3"

36" 36" 42" HSS 6x6x1/4 19.00 PLF

FENCE POST AND FOOTING SCHEDULE

<table>
<thead>
<tr>
<th>MEMBER SIZE:</th>
<th>'A'</th>
<th>'B'</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTERMEDIATE, CORNER AND END POSTS</td>
<td>HSS 4x4x12 GA.</td>
<td>36&quot;</td>
</tr>
<tr>
<td>GATE POST FOR LEAF UP TO 5'-0&quot; WIDE</td>
<td>HSS 4x4x1/4 12.21 PLF</td>
<td>36&quot;</td>
</tr>
<tr>
<td>GATE POST FOR LEAF &gt; 6'-0&quot; &amp; ≤ 10'-0&quot; WIDE</td>
<td>HSS 6x6x1/4 19.00 PLF</td>
<td>42&quot;</td>
</tr>
</tbody>
</table>

FOOTING DETAIL

SCALE 1-1/2"= 1'-0"

SUPPLEMENTAL DRAWING

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SWIMMING POOL FENCING
MCCD-MERCED COLLEGE
3600 'M' STREET
MERCED, CA

JOB NUMBER: 21-12270
DWG. DATE: 2/15/2022
A110.17
NOTE:

DOOR HARDWARE: LOCKSET TO BE 6-PIN
PRIMUS E KEYWAYS / SCHLAGE ND50-626.

PANIC HARDWARE: VON DUPRIN

PANIC HARDWARE/EGRESS GATE
SCALE 1-1/2"= 1'-0"
Openings beyond the interior often have additional functional requirements that go beyond the limits of standard door hardware.

Von Duprin® offers the safety of panic hardware for pool enclosures, tested to withstand corrosive cleaners typically used in outdoor pool environments.

Both the device and trim are built with weather resistant components that can withstand the harsh conditions of various climates.

Understanding that hardware solutions need to be flexible and configurable, the Von Duprin 98/9952 with 252L trim is designed to meet the very specific needs of outdoor pool areas.

Engineered to be installed easily, the 98/9952 device can be mounted within ANSI required height, while the 252L trim is mounted at least 54" from finished floor or concrete. Gate poles must have at least 3" stile width by 2" depth for ideal installation.

**Compliance**
- Listed with UL for panic exit hardware (UL 305)
- Certified to ANSI/BHMA 156.3 2014, Grade 1
- Meets International Building Code for pool enclosures
- Compliant to ADA 1010.1.9 door operations

**Features and benefits**
- Patent-pending design built to meet code requirements for pool enclosures
- Weather-resistant components ideal for outdoor applications
- Easy installation and maintenance
- Simple to operate
- UL listed for panic exit hardware (UL305)
Specifications

<table>
<thead>
<tr>
<th>Device functions</th>
<th>EO, L, L-BE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dogging</td>
<td>LD – Less Dogging</td>
</tr>
<tr>
<td>Device length</td>
<td>3', 4'</td>
</tr>
<tr>
<td>Center case dimensions</td>
<td>8&quot; x 2 1/4&quot; x 2 1/4&quot; (203mm x 70mm x 60mm)</td>
</tr>
<tr>
<td>Mechanism case dimension</td>
<td>2 1/4&quot; x 2 1/4&quot; (57mm x 57mm)</td>
</tr>
<tr>
<td>Latch bolt</td>
<td>Deadlocking, 1/4&quot; (19mm) throw</td>
</tr>
<tr>
<td>Trims</td>
<td>252-L, 252-LBE</td>
</tr>
<tr>
<td>Strike</td>
<td>699 roller strike</td>
</tr>
<tr>
<td>Finishes</td>
<td>US26D (626), 313 (710)</td>
</tr>
<tr>
<td>Options</td>
<td>WH – Weep Holes</td>
</tr>
</tbody>
</table>

How to order

1. Dogging
   - LD (Less Dogging) only
2. Device type
   - 98/9952
3. Function
   - EO, L, LBE
4. Finish
   - US26D, 313
5. Device width
   - 3' (standard default), or 4'
6. Handing
   - RHR, LHR
7. Trim
   - 252, L, LBE functions
8. Lever style
   - 06 (standard default), 03
9. Optional
   - WH (weep holes)

About Allegion

Allegion (NYSE: ALLE) is a global pioneer in safety and security, with leading brands like CISA®, Interflex®, LCN®, Schlage®, SimonsVoss® and Von Duprin®. Focusing on security around the door and adjacent areas, Allegion produces a range of solutions for homes, businesses, schools and other institutions. Allegion is a $2 billion company, with products sold in almost 130 countries. For more, visit www.allegion.com.