SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

San Jose, California

PROJECT MANUAL
Volume 1

Bid Document G2010.0125
SJCC Pathway/Parking Lot Improvement 31116-06
San Jose ` City Community College

Dated:
04/3/2015

Bids must be submitted at 9:00 a.m., May 22, 2015 in the DISTRICT Purchasing Office, 40 S. Market St., San Jose, CA 95113
00 01 10

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NOTICE TO CONTRACTORS CALLING FOR BIDS

DISTRICT: SAN JOSE / EVERGREEN COMMUNITY COLLEGE DISTRICT

PROJECT DESCRIPTION: SAN JOSE CITY COLLEGE
PROJECT NAME, #31116-06 Pathway/Parking Lot Improvement
BID #G2010.0125

LAST DATE/TIME FOR SUBMITTAL OF BID PROPOSAL:
9:00 A.M.
May 22, 2015

PLACE FOR SUBMITTAL OF BID PROPOSALS:
SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICES BUILDING, Reception Desk
40 SOUTH MARKET ST.
SAN JOSE, CA 95113

BID AND CONTRACT DOCUMENTS AVAILABLE AT:
http://www.sjecc.edu/district-services/fiscal-services/purchasing-bids

NOTICE IS HEREBY GIVEN that the above-named California Community College District, acting by and through its Board of Trustees, hereinafter the "District" will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work generally described as SAN JOSE CITY COLLEGE – Pathway/Parking Lot Improvement, #31116-06

1 Summary of Work. The project entails walkway repair work and parking lot improvements as defined in the construction drawing, by a qualified contractor. Contractor must coordinate its work with ongoing day-to-day operations of an active school campus.

2 Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District and are contained herein. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only "sealed" Bid Proposals with the Bid # G2010.0125 on the outside of the envelope, submitted to the District at or prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

3 Bid and Contract Documents. Electronic versions of the Bid and Contract Documents are available at the location stated above. The Bid and Contract Documents can also be viewed at most Bay Area Builders Exchanges. The Contractor shall be solely responsible for any printing and reproduction costs of the Bid and Contract Documents.

4 Documents Accompanying Bid Proposal. Each Bid Proposal shall be accompanied by: (a) the required Bid Security; (b) Proposed Subcontractors Form; (c) Non-Collusion Declaration; (d) the "Agreement to be Bound" and the "Agreement of Contractors"; and (e) Small/ Disadvantaged Business Utilization Form. All information or responses of a Bidder in its Bid Proposal and other
documents accompanying the Bid Proposal shall be complete, accurate and true. Incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder’s Bid Proposal for non-responsiveness.

5 **Prevailing Wage Rates.** Pursuant to California Labor Code §§1770-1782, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled “PREVAILING WAGE SCALE”, are maintained at the District’s Offices located at 40 South Market St., San Jose, California 95113, and are available to any interested party upon request. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers in prosecution and execution of the Work.

6 **Contractors License Classification.** In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess the following classification(s) of California Contractors License at the time that the Contract for the Work is awarded: **License Classification C8, C12, or A or applicable license.** Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work.

7 **Contractors Registration.** Each Bidder submitting a proposal to complete the work, labor, materials, and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code §1725.5 (“DIR Registered Contractor”). A Bidder who is not a DIR Registered Contractor when submitting a proposal for the Work is deemed not qualified and the proposal of such a Bidder will be rejected for non-responsiveness. Pursuant to Labor Code §1725.5 all Subcontractors identified in a Bidder’s Subcontractors’ List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the Work, the Bidder and all Subcontractors, of any tier, shall be DIR Registered Contractors.

8 **Bonds.** The successful bidder will be required to furnish a Performance Bond and a Payment Bond, each in the amount of 100% of the Contract Price. The costs associated with providing these bonds should be included in the total amount of the bid as submitted by the Contractor.

9 **Contract Time.** Substantial Completion of the Work shall be achieved by **forty seven (47) calendar days** after the date for commencement of the Work as set forth in the Notice to Proceed issued by the District. Failure to achieve Substantial Completion within the Contract Time will result in the assessment of Liquidated Damages as detailed in Document 00 73 10 Special Conditions.

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

11 **No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of **ninety (90) days** after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respected Bid Proposals.
Job-Walk. The District will conduct a mandatory Job-Walk for all contractors to perform the Work. The Job-Walk will be conducted beginning at:

1 PM on 05/11/15

Bidders are to meet at the San Jose City College, Bldg. K located at 2100 Moorpark Ave, San Jose, CA 95128 at the above date and time for the Job Walk. It is the Bidder’s responsibility to place their name on the sign-in sheet at proof of attendance. Late arrivals may be prevented from attending at the sole discretion of the District. All attendees should park or bring quarters to buy a parking permit for other Lots.

Process and deadline for Bid Questions: All questions must be emailed to the District’s Program Manager at KPacker@gilbaneco.com and EFregoso@gilbaneco.com, with a copy emailed to Purchasing Agent, Cindy Giesing at cynthia.giesing@sjeccd.edu. The deadline to submit questions is 5:00 PM on May 13, 2015. A question form is included herein, see Bid Document, 00 31 07. If you do not use the question form, you must still include the same details in your question that are requested by the form. The District will issue written response(s) to the bid questions as Amendments to the bid documents. Do not direct questions to any other person associated with this project; such action will only slow the District’s ability to respond to your inquiry.

Substitute Security. In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall have ten (10) days following action by the District's Board of Trustees to award the Contract to such Bidder to its written request to the District to permit the substitution of securities for retention under California Public Contract Code §22300. The failure of such Bidder to make such written request to the District within said ten (10) day period shall be deemed a waiver of the Bidder’s rights under California Public Contract Code §22300.

Waiver of Irregularities. 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 procedure.

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 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. 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 procedure.

Construction Estimate (Base Bid only): TBD, will be issued in Addendum #1

Construction Careers Agreement. General Contractors submitting bids must provide evidence of acceptance of the terms and conditions of the Construction Careers Agreement (PSA) between San Jose / Evergreen Community College District and the Santa Clara & San Benito Counties Building and Construction Trades Council at the time of bid. Therefore, contractors must submit the completed and signed “Agreement to Be Bound” and the completed and signed “Agreement of Contractors” with their bid. Additionally, all contractors and subcontractors of any tier on this project will be subject to, and will also be required to be bound by the PSA. The PSA can be found at:
18 Small and Disadvantaged Business Enterprises. The District has set a goal of 15% combined utilization of small and disadvantaged contractors & suppliers on all projects unless otherwise noted.

A. The District recognizes small and disadvantaged Contractor and Supplier certifications granted to firms by any of the following agencies:

- Department of General Services Bureau of Minority & Women Business Opportunities (DGS BMWBO)
- Federal Department of Transportation
- National Minority Development Council (NMSDC) or its affiliates
- Women Business Enterprise National Counsel (WBENC)
- National Women Business Owners Corporation (NWBOC)
- Minority Business Enterprise Council (MBEC)
- State of California
- San Francisco Human Rights Commission
- City of Oakland
- City of San Jose
- County of Santa Clara
- County of Alameda
- County of San Mateo

The District reserves the right to revise this list at its own discretion.

B. The Small and Disadvantaged Contractor/Supplier Utilization Form, Section 00 42 13, is required to be submitted with each bid.

E. If there is no anticipated participation of small and disadvantaged businesses on this project, a justification letter must be submitted with the bid for SJECCD’s review. If the District, in its sole discretion, determines that the Contractor has provided reasonable justification of the contractor’s failure to attain the anticipated level of participation, then the Contractor will not be subject to sanctions including removal from a SJECCD Prequalified Bidder’s List, if applicable.

END OF DOCUMENT
DOCUMENT 00 21 13

INSTRUCTIONS TO 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 so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein shall be deemed non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected.

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

1.3 Date and Time of Bid Proposal Submittal. The District will place a date/time stamp machine in a conspicuous location at the place designated for submittal of Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District’s date/time stamp machine. Bid Proposals not so stamped as timely submitted will be rejected and returned to the Bidder unopened. The date/time stamp is controlling and determinative as to the date and time of the Bidder’s submittal of its 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: a) a certified or cashier’s check made payable to the District or b) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and a Surety as surety (the “Bid Security”) in an amount not less than (10%) ten percent of the maximum amount of the Bid Proposal. Any Bid Proposal submitted without the required Bid Security shall be deemed non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder’s Bid Proposal shall be deemed responsive only if the Bid Bond is in the form and content included herein and the Surety is an Admitted Surety Insurer pursuant to Code of Civil Procedure §995.120.

3. Documents Accompanying Bid Proposal; Signatures. The Bid Proposal must be submitted with: (a) Bid Security, (b) Proposed Subcontractors Form, (c) Non-Collusion Declaration, (d) the Construction Careers Agreement’s Appendix A – “Agreement to be Bound” and Appendix B – Construction Technology Program “Agreement of Contractors”, and (e) the Small/Disadvantaged Business Utilization Form. The Bid Proposal and the Non-Collusion Declaration shall be executed by an individual duly authorized to execute the same on behalf of the Bidder. Any Bid Proposal not conforming to the foregoing may be rejected as being non-responsive.

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

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

6. **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, the Contract 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. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.

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

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

9. **Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. It is the sole and exclusive responsibility of the Bidder to submit such request not less than seven (7) days prior to the scheduled closing for the receipt of Bid Proposals, unless otherwise specified in Document 00 11 15 of the Contract Documents. Interpretations or corrections of the Contract Documents will be by written Addendum issued by the District or the Architect. A copy of any such Addendum will be mailed or delivered to each Bidder receiving a set of the Contract Documents. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder
is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing constitutes 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 Amendment(s) 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 Amendment(s) during the bidding, the failure of any Bidder to acknowledge such amendments in its Bid Proposal will render the Bid Proposal non-responsive and it shall be rejected.

11. Bidders Interested in More Than One Bid Proposal; Non-Collusion Declaration. No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District.

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 procedure.

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. Pursuant to Public Contract Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

12.3 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 Alternate Bid Items with the cost or credit of the same being the amount(s) set forth by in the Alternate Bid Items Proposal.

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

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

13. Subcontractors.

13.1 Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors (with the location of business and the contractors’ license numbers) for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100-4114) on the form furnished. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness.

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

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

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

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

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

15. **Bid Security Return.** The Bid Security of three or more low Bidders, 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. **Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within five (5) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest Bid Proposal or may reject all bids and call for new bids, in its sole and exclusive discretion.

17. **Contractor's License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractors License Law, California Business & Professions Code §§7000 - 7020. This requirement will not be waived by the District or its Board of Trustees. The required California Contractor's License classification(s) for the Work is set forth in the Call for Bids.

18. **Contractor's Registration.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not registered with the California Department of Industrial Relations to perform work on public projects, in accordance with Labor Code §1771.1 and §1725.5. All Subcontractors identified in a Bidder's Subcontractor List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the Work, the Bidder and all Subcontractors, of any tier, shall be DIR Registered Contractors.

19. **Anti-Discrimination.** 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, creed, color, national origin or ancestry, sex, gender, gender identity, gender expression, age, medical condition, genetic information, physical disability, mental disability, or sexual orientation. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 – 12951 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.

20. **Job Walk.**

19.1 **District Conduct of Job-Walk.** The District will conduct a Job-Walk at the time and place 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 mandatory.

19.2 **Mandatory Job-Walk.** The failure of any Bidder to have its authorized representative present at the Mandatory 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 shall 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-Walk 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 staff and its agents and representatives in arranging for and conducting such additional Job-Walk(s).

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 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 District's Pre-Qualification Questionnaire. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may result render the Bid Proposal non-responsive and rejected. The District shall not be 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 a Court of competent jurisdiction, 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 - 6270. 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 or directed by a court of competent jurisdiction.

21. **Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 - 8357, 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 - 8357. 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. **Compliance with Immigration Reform and Control Act of 1986.** The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §1101 et seq. (the “IRCA”); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

23. **Substitution of Specified Items.** Pursuant to Public Contract Code §3400(a), any bidder who has timely submitted a Bid Proposal may submit data to the District to substantiate a request to substitute an “or equal” item for any item specified in the Contract Documents (“Substitution Substantiation Data”). Substitution Substantiation Data may be submitted to the District at any time up to ten (10) days after the award of contract by the successful bidder. Substitution Substantiation Data submitted by any Bidder with its Bid Proposal will not be considered by the District nor be deemed a submission of Substitution Substantiation Data. Notwithstanding the submission of any Substitution Substantiation Data by any Bidder pursuant to the foregoing, no action will be taken in connection with any Substitution Substantiation Data or request of any Bidder to substitute an "or equal" item for an item specified in the Contract Documents until after the District's Board of Trustees has taken action to award the Contract without any conditions or reservations.

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

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

   (i) The bid protest is in writing;

   (ii) The bid protest is filed and received by the District’s Manager of Purchasing 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 credible evidence.

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

END OF DOCUMENT
DOCUMENT 00 31 05

CONTACTS / PROJECT IDENTIFICATION

Owner: San Jose-Evergreen Community College District
40 South Market St.
San Jose, CA 95113

Owner's Representative: Jorge Escobar
VP Administrative Services
San Jose City College
2100 Moorpark Ave
San Jose, CA 95128

Owner's Program Manager: Kurtis Packer and Ed Fregoso
Gilbane Building Company
2100 Moorpark Ave., Bldg. K
San Jose, CA 95128

Site Location: San Jose City College
2100 Moorpark Ave.
San Jose, CA 95128

Contractor: To be identified in the Agreement as the party selected to perform the Work of the Contract.

Architect: Frank M. Rosenblum
UNDERWOOD & ROSENBLUM, INC.
1630 Oakland Road, Suite A114
San Jose, CA 95131

NOTE: Inquiries during the bidding process shall be in accordance with the instructions in the Notice to Contractors Calling for Bids. Document 00 11 15. Written response(s) will be issued as Amendments to the Bid Documents. Do not direct questions to any other person associated with this project; such action will only slow the District’s ability to respond to your inquiry.
Last Date and Time questions can be received is
Date: 05/13/2015  Time: 5:00 PM

To: San Jose Evergreen Community College District
40 S. Market St.
San Jose, CA 95113

Attention: Kurtis Packer and Ed Fregoso

Email: Kpacker@gilbaneco.com,
      Efregoso@gilbaneco.com
      Cc: Cynthia.giesing@sjeccd.edu

Bid Package #G2010.0125

Bid Question

From: Company______________________ Date:__________ Re:
      Attention:______________________

Reference Drawing No.__________________ Reference Spec. Section____________
Reference Detail(s):__________________ Reference Paragraph(s):______________

Question:

Answer:

Answered By: __________________________ Date:________________________
Firm:________________________________

Question Included in Addendum No. _______ to Bid Package No. ________ By: ________ Date:_________
DOCUMENT 00 31 10

SUMMARY OF DOCUMENTS INCLUDED IN BID PACKAGE

- Project Manual dated 4/24/15
- Project Technical Specifications dated 4/24/15
- Contract Bid Set Drawings dated 4/24/15 Reference 00 01 15 for List of Drawing Sheets

Documents available for Contractor review at the Gilbane Building Company, 2100 Moorpark Ave., Building K, San Jose, CA 95128:

- District / College Design Standards

END OF DOCUMENT
1. Bid Proposal

1.1 Acknowledgment of Bid Allowances. The Bidder confirms that the Bid Proposal amount shown in paragraph 1.2 below, incorporates and is inclusive of all Allowances detailed in Section 01 21 00 for added work at District's request.

<table>
<thead>
<tr>
<th>Allowance #1 (Description)</th>
<th>N/A</th>
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<tbody>
<tr>
<td>Allowance #2 (Description)</td>
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</tr>
<tr>
<td>Allowance #3 (Description)</td>
<td>N/A</td>
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</tbody>
</table>

Total Schedule of Allowances .................................................. $0.00

Base 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 the contract & complete the work **San Jose’ City College – Pathway/Parking Lot Improvement, project #31116-06** in accordance with the Contract Documents for the sum of (use UNIT PRICING worksheet below to tabulate Grand Total):
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
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<tr>
<td>1</td>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Site Clearing and Grubbing</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Remove Existing AC Pavement only</td>
<td>SF</td>
<td>34,740</td>
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<tr>
<td>4</td>
<td>Remove Existing Concrete</td>
<td>SF</td>
<td>2,720</td>
<td></td>
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<tr>
<td>5</td>
<td>Remove Existing Curb</td>
<td>LF</td>
<td>580</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Remove Existing Curb &amp; Gutter</td>
<td>LF</td>
<td>58</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Remove Existing Speed Bump</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Remove Existing Tree</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Remove Existing Wooden Post and Bollard</td>
<td>EA</td>
<td>6</td>
<td></td>
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<tr>
<td></td>
<td>Subtotal:</td>
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</tr>
<tr>
<td>10</td>
<td>Grading</td>
<td></td>
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<tr>
<td>11</td>
<td>Grading</td>
<td>SF</td>
<td>1,845</td>
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<td></td>
<td>Subtotal:</td>
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<tr>
<td>12</td>
<td>AC Paving</td>
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<tr>
<td>13</td>
<td>Asphalt Concrete w/o AB</td>
<td>SF</td>
<td>31,265</td>
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<tr>
<td>14</td>
<td>Asphalt Concrete w/ AB</td>
<td>SF</td>
<td>8,130</td>
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</tr>
<tr>
<td>15</td>
<td>Asphalt Concrete Speed Bump</td>
<td>EA</td>
<td>6</td>
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<tr>
<td>16</td>
<td>Slurry Coat</td>
<td>SF</td>
<td>291,390</td>
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<tr>
<td></td>
<td>Subtotal:</td>
<td></td>
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<tr>
<td>17</td>
<td>Portland Cement Concrete</td>
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<tr>
<td>18</td>
<td>Portland Cement Concrete-Sidewalk</td>
<td>SF</td>
<td>2,140</td>
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<tr>
<td>19</td>
<td>Portland Cement Concrete-Traffic</td>
<td>SF</td>
<td>910</td>
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<td>20</td>
<td>Raised Portland Cement Concrete-cross walk</td>
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<td>21</td>
<td>Concrete Curb</td>
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<td>600</td>
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<tr>
<td>22</td>
<td>Concrete Curb &amp; Gutter</td>
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<td>70</td>
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<tr>
<td>23</td>
<td>Accessible Ramp</td>
<td>EA</td>
<td>2</td>
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<tr>
<td></td>
<td>Subtotal:</td>
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<td>Site Improvements</td>
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<td>25</td>
<td>Signs</td>
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<td>4&quot; White Stripe</td>
<td>LF</td>
<td>26,045</td>
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<tr>
<td>27</td>
<td>4&quot; Yellow Stripe</td>
<td>LF</td>
<td>470</td>
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<tr>
<td>28</td>
<td>12&quot; Stop Bar</td>
<td>LF</td>
<td>135</td>
<td></td>
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<tr>
<td>29</td>
<td>Paint Red Curb</td>
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<td>2,545</td>
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<tr>
<td>30</td>
<td>Directional Arrow</td>
<td>EA</td>
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<tr>
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<td>12&quot; Lettering</td>
<td>EA</td>
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<td>32</td>
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<td>Subtotal:</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total (transfer to lines below)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Bidder confirms that it has checked all of the above figures and that the Bid Proposal amount includes the allowances described in Paragraph 1.1 above. Furthermore, the Bidder understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal. The Contract Award will be pursuant to Document 00 21 13, Instructions to Bidders, Paragraph 12.3, in accordance with Public Contract Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items described in Paragraph 1.3 below.

1.3 Bid Alternates. The Bidder’s price proposal for bid alternates is set forth in the Bid Alternates section below. Reference Section 01 23 00 for the description of the Bid Alternates required and enter the calculated amount below.

Bid Alternates shall state the NET AMOUNT to be ADDED TO or DEDUCTED FROM the BASE BID PRICE, as applicable.

The changes described in each Bid Alternate shall only become incorporated into the work if the District elects to proceed with one or more or any combination of the Bid Alternates and amends the District-Contractor Agreement accordingly. The selection of Bid Alternates may occur prior to the Contract Date, or may, by the Agreement, be deferred for possible selection at a subsequent date.

Acceptance or Rejection: Acceptance or rejection of each Bid Alternate is at the discretion of the District. None, any, or all Bid Alternates may be accepted or rejected in any sequence by the District.

Modifications to the work shall require furnishing and installing the selected Bid Alternate materials and labor to the satisfaction of the District’s Representative at no additional cost to the District other than described in the applicable Bid Alternate.

Extent of Bid Alternates: Bidders shall determine the full extent of work affected by each Bid Alternate and shall make full and proper allowance for such extent.

Each Bid Alternate price must include all labor, materials, equipment, facilities, transportation, and services to complete all work related to the Bid Alternate.

No increase in Contract days or extension of Contract completion schedule shall be made for work required by Bid Alternate improvements.

Bid Alternates: Not Used
1.4 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates, and is inclusive of, all items or other matters contained in Addenda issued by or on behalf of the District.

Addenda # ___ to the Bid Documents has been received & acknowledged. _____ (initial)
Addenda # ___ to the Bid Documents has been received & acknowledged. _____ (initial)
Addenda # ___ to the Bid Documents has been received & acknowledged. _____ (initial)
Addenda # ___ to the Bid Documents has been received & acknowledged. _____ (initial)

2. Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Proposed Subcontractors Form; (c) Non-Collusion Declaration; (d) Construction Careers Agreement To Be Bound and Construction Careers Program Agreement of Contractors and (e) Small/Disadvantaged Business Utilization Form. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice to Contractors Calling for Bids, the Instructions to Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Agreement in the form attached hereto within five (5) working days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers’ Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District’s rescission of the award of the Contract and forfeiture of the Bidder’s Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4. Contractor’s License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000-7020., under the following classification “C8, C12, or A or applicable license” bearing License Number__________________, with expiration date of _____________. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5. Contractor’s Registration. Each Bidder submitting a proposal to complete the work, labor, materials and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code §1725.5 (“DIR Registered Contractor”). A Bidder who is not a DIR Registered Contractor, when submitting a proposal for the Work is deemed “not qualified” and the proposal of such a Bidder will be rejected for non-responsiveness. Pursuant to Labor Code §1725.5, all Subcontractors identified in a Bidder’s Subcontractors’ List shall be DIR Registered
Contractors. If awarded the Contract for the Work, at all times during performance of the Work, the Bidder and all Subcontractors, of any tier, shall be DIR Registered Contractors.

6. **Designation of Subcontractors: Subcontractors' List.** Each Bidder shall submit a list of its proposed Subcontractors (with location of businesses and contractors’ license numbers) for the proposed Work as required by bid letting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 – 4114) on the form published. The failure of any Bid Proposal to include information required by the Subcontractors’ List will result in a rejection of the Bid Proposal for non-responsiveness.

7. **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.

8. **Unit Pricing:** (To be developed on a per project basis. Do not use if no unit pricing required.)

By: ______________________________________
    (Signature)

(Corporate Seal)

_________________________________________
    (Typed or Printed Name)

Title: 

_________________________________________

END OF DOCUMENT
**DOCUMENT 00 42 13**

**SMALL AND DISADVANTAGED CONTRACTOR/SUPPLIER UTILIZATION FORM**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Contractor Name ____________________________________________________________

Project Name ______________________Pathway/Parking__________________________

Bid No. ______________________G2010.0125____________________________________

<table>
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TOTAL M/W/DV/SBE Contract Amount $ ________________

TOTAL BASE BID Amount $ ________________

% M/W/DV/SBE Contract Amount of BASE BID ________________%

☐ JUSTIFICATION LETTER ATTACHED (No small & disadvantaged participation is anticipated)

_________________________  __________________________
(Signature)                (Address)

_________________________
(Name Printed or Typed)     

_________________________
(City, State)

_________________________
(Area Code and Telephone Number)

END OF DOCUMENT
KNOW ALL MEN BY THESE PRESENTS,

That we, __________________________________________ _______, as Principal, and _____________________________________________________ ___________, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto SAN JOSE / EVERGREEN COMMUNITY COLLEGE DISTRICT, hereinafter “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 for the Work commonly described as San Jose’ City College – Pathway/Parking Lot Improvement, #31116 – 06 and the Bid Proposal must be accompanied by Bid Security.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above, inclusive of additive 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 therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted, and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids or otherwise procuring said Work or supplies, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys’ fees.
IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ______ day of __________, 201__, by their duly authorized agents or representatives.

(Corporate Seal)  

(Corporate Seal)  

By:__________________________  

By:__________________________  

(Typed or Printed Name)  

(Typed or Printed Name)  

Title: ____________________________  

Title: ____________________________  

(Surety Name)  

(Surety Name)  

By: ____________________________  

By: ____________________________  

(Signature of Attorney-in-Fact for Surety)  

(Signature of Attorney-in-Fact for Surety)  

(Attach Attorney-in-Fact Certificate)  

(Attach Attorney-in-Fact Certificate)  

(Typed or Printed Name)  

(Typed or Printed Name)  

(______)  

(______)  

(Area Code and Telephone Number of Surety)  

(Area Code and Telephone Number of Surety)  

END OF DOCUMENT
Public Contract Codes sections §§4100 – 4114, the “Subletting and Subcontracting Fair Practices Act”– Failure to comply with the requirements of PCC §§4100 – 4114 provides that the awarding authority can cancel the contract or assess a penalty of up to 10% of the subject subcontract to the prime Contractor. Violation of this Chapter can constitute grounds for disciplinary action by the Contractors State License Board (CLSB).

Pursuant to Public Contract Code Section §4104(a)(1), list "the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid". Pursuant to PCC §4104(3)(b), the prime Contractor shall list only one Subcontractor for each portion as is defined by the prime Contractor in its bid.

Contractor Registration. Each bidder submitting a proposal to complete the work, labor, materials and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code §1725.5 (“DIR Registered Contractor”). A Bidder who is not a DIR Registered Contractor when submitting a proposal for the Work is deemed “not qualified” and the proposal of such a Bidder will be rejected for non-responsiveness. Pursuant to Labor Code §1725.5, all Subcontractors identified in a Bidder’s Subcontractors’ List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the Work, the Bidder and all Subcontractors, of any tier, shall be DIR Registered Contractors.

Construction Careers Agreement. All contractors and subcontractors of any tier on this project will be subject to, and will be required to be bound by the Construction Careers Agreement (PSA) between San Jose / Evergreen Community College District and the Santa Clara & San Benito Counties Building and Construction Trades Council. The PSA can be found at:

Bidder: ________________________________

Address: ______________________________

____________________________________

Telephone: ____________________________

Email: _________________________________

Bidder’s Authorized Representative(s): ________________________________

PROJECT: SJCC Pathway/Parking Lot Improvement, #31116-06

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NON-COLLUSION DECLARATION

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the ____________________________ of ____________________________________________, the party making the foregoing bid.  The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _________________________________.

(Date)

at ________________________________, ________________________________.

(City)  (State)

__________________________  ____________________________

(Signature)  (Address)

__________________________  ____________________________

(Name Printed or Typed)  (City, State)

(__________)  (Area Code and Telephone Number)

END OF DOCUMENT
I, ___________________________, the ___________________________, (Name) (Title) 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)

_________________________________________
(Date)

END OF DOCUMENT
DOCUMENT 00 45 48

DRUG-FREE WORKPLACE CERTIFICATION

I,__________________________________, am the ____________________ of
(Print Name) (Title)

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

(Contractor Name)


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

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

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

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

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

Executed at ____________________________
(City and State)

this ___ day of ________________, 201__.

___________________________________
(Signature)

___________________________________
(Handwritten or Typed Name)

END OF DOCUMENT
THIS AGREEMENT is made this ___ day of ______, 2015, in the City of San Jose, County of Santa Clara, State of California, by and between SAN JOSE EVERGREEN 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, 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 San Jose City College – Pathway/Parking Lot Improvement. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the consultant, UNDERWOOD & ROSENBLUM, INC., and other Contract Documents enumerated in Article 5 below, along with all modifications and amendments thereto issued in accordance with the Contract Documents.

2. **Contract Time.** The Contractor shall commence performance of the Work on the date stated in the District’s Notice to Proceed and the Contractor shall achieve Baseline Substantial Completion of the Work in accordance with the Contract Documents, within ___47____ calendar days or by August 14, 2015, whichever comes first.

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 any additions or deduction as provided for in the Contract Documents, the Contract Price of ___________________________________________ Dollars ($_________________________).

The Contract Price is based upon the Contractor’s Base Bid Proposal and the following Alternate Bid Items, if any:

N/A

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

4. **Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Substantial Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents. The Contractor shall be subject to assessment of Liquidated Damages for failure to achieve Substantial Completion by the above stated substantial completion date at the per diem rate of Eight Hundred Dollars ($800) until Substantial Completion is achieved. The per diem assessment of Liquidated Damages for delayed completion of Punchlist items noted upon Substantial Completion is Eighty Dollars ($80) per item, per day, until all Punchlist items are completed.

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. Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved consistently with the General Conditions, Contracting Definitions Section 11.1.3: Conflict in Contract Documents.

Notice to Contractors Calling for Bids Performance Bond
6. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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

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

“DISTRICT”
SAN JOSE / EVERGREEN COMMUNITY COLLEGE DISTRICT,
a California Community College District

By: ________________________________ By: ________________________________

Title: ________________________________ Title: ________________________________

(CORPORATE SEAL)

PM Review: ______ DATE: ________________________________

Gilbane Review: _______ Bond Acct Review: _______ G/L Code: ________________________________

END OF DOCUMENT
KNOW ALL MEN BY THESE PRESENTS,

That we, __________________________________________, as Principal, and __________________________________________, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto SAN JOSE / EVERGREEN COMMUNITY COLLEGE DISTRICT hereinafter “Obligee”, for payment of the penal sum of ________________ Dollars ($___________) in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees passed on__________, 20____, has awarded to the Principal a Contract for the Work commonly described as Pathway/Parking Lot Improvement, #31116-06.

WHEREAS, the Principal, on or about ____________, 20____, entered into a contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

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

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

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

In the event of the Obligee’s termination of the Contract due to the Principal’s breach or default of the Contract Documents, within 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 (“Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to
the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal’s mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of such denial, be justification for Surety’s failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

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

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

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

(Corporate Seal)                    (Principal Name )
By:______________________________________

(Corporate Seal)                    (Typed or Printed Name)

(Surety Name)                        (Signature of Attorney-in-Fact for Surety)
By:______________________________________

(Attach Attorney-in-Fact Certificate) (Typed or Printed Name)

(_____) __________________________________
   (Area Code and Telephone Number)

END OF DOCUMENT
KNOW ALL MEN BY THESE PRESENTS,

That we, ________________________________, as Principal, and as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto SAN JOSE / EVERGREEN COMMUNITY COLLEGE DISTRICT, hereinafter "Obligee", for payment of the penal sum of ________________________________ Dollars ($___________________) in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees passed on June 10, 2015, has awarded to the Principal a Contract for the Work commonly described as Pathway/Parking Lot Improvement, #31116-06.

WHEREAS, the Principal, on or about _____________________, 20__, entered into a Contract 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 for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work.

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.
IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ________ day of __________, 20___ by their duly authorized agents or representatives.

(Corporate Seal)  
__________________________  
(Principal Name)  
By:__________________________  
(Signature)  
__________________________  
(Typed or Printed Name)  
Title: __________________________

(Corporate Seal)  
__________________________  
(Surety Name)  
By:__________________________  
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)  
(Typed or Printed Name of Attorney-in-Fact)  
(_____) __________________________  
(Area Code and Telephone Number of Surety)

END OF DOCUMENT
DOCUMENT 00 63 20

REQUEST FOR UTILITY SHUTDOWN FORM: 72-HOUR NOTICE

San Jose / Evergreen Community College District

<table>
<thead>
<tr>
<th>Project No. / Contract No.:</th>
<th>Sub-Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Building / Room No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor:</td>
<td>Depts. Affected:</td>
</tr>
</tbody>
</table>

Shutdown requested by:
(Print Name) ____________________________ Contractor Signature: ____________________________ Date

To: SJECCD / Facilities Management

Date of Request:

Shutdown of Service
Date: ____________________________ Time: ____________________________ Duration: ____________________________

Restoration of Service
Date: ____________________________ Time: ____________________________

SHUTDOWN TYPE
Safety Note: Observe all “Lock-Out, Tag-Out” procedures when applicable!

- [ ] MECHANICAL
- [ ] PLUMBING
- [ ] ELECTRICAL
- [ ] FIRE PROTECTION SYSTEMS

[ ] APPROVED
Signature: ____________________________ Date: ____________________________

[ ] REJECTED
Campus: ____________________________ Date: ____________________________

ETS: ____________________________ Date: ____________________________

DISTRICT: ____________________________ Date: ____________________________

COMMENTS: (Attach additional sheet if required.)

Date: ____________________________

END OF DOCUMENT
DOCUMENT 00 71 00

CONTRACTING DEFINITIONS

1. **District.** The "District" refers to San Jose / Evergreen Community College District and unless otherwise stated, includes the District's authorized representatives, including the Program Manager, if a Program Manager is designated, the District's Board of Trustees and the District's officers, employees, agents and representatives.

2. **Contractor.** The Contractor is the person or entity identified as such in the Agreement; references to "Contractor" include the Contractor's authorized representative.

3. **Architect.** The Architect is the person or entity identified as such in the Agreement; references to the "Architect" includes the Architect's authorized representative.

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.

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

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.

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.

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.

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.

10. **Special Conditions; Supplemental Conditions.** If made a part of the Contract Documents, Special Conditions and Supplemental Conditions are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.
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), Project Manual, Drawings, Specifications, and reports including amendments and addenda 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.

11.1 **Intent and Correlation of Contract Documents**

11.1.1 **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.

11.1.2 **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.

11.1.3 **Conflict in Contract Documents.** The Contract Documents are complementary and what is required by one shall be as binding as if required by all. 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 Special Conditions shall control over the General Conditions, the General Conditions shall control over the Specifications, the Drawings are intended to describe matters relating to placement, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. For conflicts in the Drawings, larger scale drawings shall have precedence over smaller scale drawings and figured dimensions shall have precedence over scaled measurements. The drawings are integrated and should be taken as a whole.

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

13. **Division of State Architect ("DSA")** The DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulation 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.

14. **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. The District authorizes facilities personnel to inspect MEP systems. Any discrepancy between specified systems with facilities personnel guidance shall require a Request for Information from the Contractor submitted to the Architect and copied to the Program Manager.

15. **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 of similar nature unless noted otherwise; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable therefrom.

16. **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.

17. **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.

18. **Program Manager.** The Program Manager is an independent contractor retained by the District authorized and empowered to act on behalf of the District as set forth in the Contract Documents. In the event that a Program Manager is not designated, the District reserves the right to designate a Program Manager at any time during Contractor's performance of the Work. The District reserves the right to remove or replace the Program Manager during Contractor's performance of the Work. The designation of a Program Manager or the removal or replacement of the designated Program Manager shall not result in adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder.

19. **Construction Equipment.** "Construction Equipment" is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.
20. **Site.** The Site is the physical area designated in the Contract Documents for Contractor’s performance, construction and installation of the Work.

21. **Architect’s Supplemental Instructions and Bulletins.** 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. Architect’s Supplemental Instructions (ASI) and Bulletins do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to them is authorized and issued under the Contract Documents.

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

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

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

25. **Daily Reports.** Daily Reports are written reports prepared by the Contractor and submitted daily to the Program Manager in the form and content as required by the Contract Documents. A material obligation of the Contractor is the timely preparation and submission of complete and accurate Daily Reports.

26. **Phrases and Terms.** Certain phrases and terms used in the Contract Documents shall be defined as set forth herein, unless otherwise expressly defined in a different manner elsewhere in the Contract Documents. The terms “as directed” “as permitted” or similar terms or phrases shall mean as directed or permitted by the District, the District’s representatives and/or governmental agencies with jurisdiction over the Work. The terms “sufficient” “necessary” “proper” or similar terms or phrases shall mean sufficient, necessary or proper in the judgment of the District or the District’s representatives in connection with the Work, including without limitation, the Architect, the Program Manager, the District’s Inspector(s) and the person or entity performing tests/inspections of the Work.

27. **Owner.** See “District”.

27.1 **Owner’s Representative.** Where the contract documents refer to coordination of any aspect of the Work with the District or its agents, the Owner’s Representative shall be the Program Manager. For executing or changing the Contract, the Owner’s Representative shall be the District’s Executive Director of Facilities and Operations as coordinated through the Program Manager.

28. **College.** Refers to either the San Jose City Campus or the Evergreen Valley Campus whichever is applicable to the specific project as indicated in the contract documents.

**END OF DOCUMENT**
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   1.3 Partial Occupancy or Use
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ARTICLE 17: RECORDS ACCESS
17.1 District’s Right to Audit and Access to Contractor’s Records

END OF DOCUMENT
ARTICLE 1: DISTRICT

1.1 Information Required of District

1.1.1 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.

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

1.1.3 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 any of the Contract Documents for any purpose other than construction of the Work of the Project.

1.1.4 Notice of Receipt of Third-Party Claim Relating to the Contract. In accordance with provisions in §9201 of the Public Contracting Code, the District shall provide timely notification to the Contractor of the receipt of any third-party claim relating to the Contract. The District shall be entitled to recover its reasonable costs incurred in providing this notification.

1.1.5 Furnishing of Information. Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. To the extent that the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements, or the Work involves any tie-in or other connection with any existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist.
Contractor shall bear the risk of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. 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 therefore, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

1.2 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, (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents, or (iii) contractor's failure to comply with safety protocols. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District's exercise of such right waive or limit the exercise of any other right or remedy of the District under the Contract Documents or at law.

1.3 Partial Occupancy or Use

1.3.1 District's Right to Partial Occupancy. The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance and the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the Program Manager, 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: (a) the condition of the Work; (b) identify punchlist items in the portion of the Work to be used or occupied by the District for subsequent correction or completion by the Contractors; and (c) time for the Contractor's completion of the punchlist. 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.

1.3.2 No Acceptance of Defective or Nonconforming Work. Unless otherwise expressly agreed upon by the District and the Contractor, the District's partial occupancy or use of the Work or any portion thereof, shall not constitute the District's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective.

1.4 The District's Inspector. In addition to the authority and rights of the District's Inspector as provided for elsewhere in the Contract Documents, all of the Work shall be performed under the observation of the District's Inspector. The District's Inspector shall
have access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed. The performance of the duties of the District's Inspector under the Contract Documents shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents.

ARTICLE 2: ARCHITECT

2.1 Architect's Administration of the Contract

2.1.1 Administration of the 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 is due the Contractor under the Contract Documents. The Architect will advise and consult with the District, the Program Manager 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 powers established by law, including Title 24 of the California Code of Regulations.

2.1.2 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 will not be required to make exhaustive or continuous site inspections to check quality or quantity of the Work. On the basis of Site observations as an architect, the Architect will keep the District informed of the progress of the Work, and will endeavor to guard the District against defects and deficiencies in the Work.

2.1.3 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.

2.1.4 Verification of Applications for Payment. In accordance with Article 7 hereof, the Architect will review the Contractor's Applications in consultation with the Program Manager for Progress Payments and for Final Payment, verify the extent of Work performed and the amount properly due the Contractor on such Application for Payment.

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

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

2.1.6.2 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 to 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.

2.1.7 Changes to the Work; Change Orders. The Program Manager will prepare Change Orders, on behalf of the District, as set forth in Article 8.4 of these General Conditions. The Architect is not authorized to direct changes to the Work, other than minor Changes in the Work not involving an adjustment to Contract Price or Contract Time as set forth in Article 8.8 of these General Conditions. The Architect will, however, participate in evaluation of data submitted by the Contractor with a Proposal Request directing a Change in the Work to the extent set forth in Articles 8.3 and 8.4 of these General Conditions. All applicable structural, fire, life/safety and accessibility related Change Orders shall be submitted by the Architect to DSA for approval prior to commencement of the work shown thereon pursuant to Section 4-338, Part 1, Title 24 of the California Code of Regulations.

2.1.8 Completion. The Architect will conduct observations to determine the date or dates of Substantial Completion and the date of Final Completion in consultation with the Program Manager, will receive and forward to the District, for the District's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.
2.1.9 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 2.1.9, the Architect shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

2.1.10 Request for Information. If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively “the Conditions”), it shall be affirmative obligation of the Contractor to timely notify the Architect, in writing, of the Conditions encountered and to request information from the Architect necessary to address and resolve the Conditions before proceeding with any portion of the Work affected or which may be affected by the Conditions. If the Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Architect to address and resolve any Conditions, the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Architect. The Architect's responses to any such Contractor request for information shall conform to the standards and time frame set forth in Article 2.1.9 of these General Conditions. The Contractor shall not submit a Request for Information as 1.) a Request for Substitution, 2.) a Submittal, or 3.) a discovery of a discrepancy or omission in the Conditions without a thorough review of the Conditions, or with the assumption that specific portions of the Conditions are excluded or by taking an isolated portion of the Conditions in part rather than as the whole. The foregoing provisions notwithstanding, in the event that the Architect reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect and any other design consultant to the Architect or the District. In responding to any of Contractor's request(s) for information, the Architect shall, in the response,
indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the amount of costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District is authorized to deduct such amount from any portion of the Contract Price then or thereafter due the Contractor.

2.2 Communications; Architect's and Program Manager's Roles. All communications regarding the Work, the performance thereof, or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the Contractor and the District shall be through the Program Manager. Communications between separate contractors, if any, shall be through the Program Manager. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Program Manager and the Architect for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the Contractor to permit the District, the Program Manager or Architect to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder. All written communication directly sent to the Architect shall be copied to the Program Manager by the Contractor. All communications with the Architect's design consultants shall be made directly through the Architect, unless otherwise agreed upon between the Architect, the Program Manager and the Contractor.

ARTICLE 3: THE CONTRACTOR

3.1 Contractor Review of Contract Documents

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

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

3.1.3 Dimensions; Layouts and Field Engineering. Dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor shall be solely responsible for 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.
3.1.4 Work in Accordance With Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents, which have been reviewed and accepted by the Architect.

3.2 Site Investigation; Subsurface Conditions

3.2.1 Contractor Investigation. The Contractor shall be responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may 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 Agreement.

3.2.2 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 including the immediate adjacent area, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grade, or below grade elevations are approximate only and is neither guaranteed nor warranted by the District to be complete and accurate.

3.2.3 Subsurface Conditions. If the Work under the Contract Documents involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District and 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 by information about the site made available to bidders prior to the deadline for submitting bids; (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District will promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work shall issue a change in accordance with Article 9 of these Construction Provisions. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for in the Contract, but shall proceed with all work to be performed under
the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

3.3 Supervision and Construction Procedures

3.3.1 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. The Contractor's Site Supervisor shall be present on site at all times while work by the contractor, subcontractor or lower tier subcontractor is taking place and shall submit Daily Reports to the Program Manager on a daily basis.

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

3.3.3 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 shall be responsible for the establishment, location, maintenance and preservation of all benchmarks, reference points and stakes for the Work. The cost of any surveys and the establishment, location, maintenance and preservation of benchmarks, reference points and stakes shall be included within the Contract Price. The Contractor shall be solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

3.3.4 Construction Utilities. The District will provide, without charge to the Contractor, water and electrical services necessary to complete the Work, provided that the Contractor shall be responsible, without adjustment of the Contract Time or the Contract Price to install and maintain all necessary temporary distributions of water and electricity to the Site as necessary to perform the Work and to remove the same upon completion of the Work. The foregoing notwithstanding, if the District reasonably determines that the Contractor or any of the Subcontractors are misusing or wasting electrical or water service provided by the District, the District may discontinue providing such service and thereupon, the Contractor shall be responsible for arranging for the furnishing of the service discontinued by the District. Except as expressly provided for herein, the Contractor shall be solely responsible for obtaining all other utility services necessary for performance and completion of the Work.
3.3.5 Existing Utilities; Removal, Relocation and Protection. In accordance with California Government Code §4215, the District shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site, which are not identified in the Drawings, Specifications or other Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy, and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the District of the utility to provide for removal or relocation of such utility facilities. Nothing in this Article 3.3.5 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified by the District in the Drawings, Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the District, the District's inspector, the Architect, the Program Manager and the utility owner. In the event that such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

3.4 Labor and Materials

3.4.1 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.

3.4.2 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 remove from the site and direct any Subcontractor or Sub-subcontractor to remove from the site 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.

3.4.3 Contractor's Staff. The Contractor shall employ a competent superintendent and all necessary assistants who shall be in attendance at the Site at all times during performance of the Work. The Project Manager and superintendent shall represent the Contractor and communications given to the superintendent or the Contractor's Project Manager shall be binding as if given to the Contractor. The Contractor shall remove the Superintendent, Project Manager or their respective assistants if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approve of the replacement Project Manager, superintendent or assistant.
3.4.4 Prohibition on Harassment.

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

3.4.4.2 Contractor's Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 3.4.4.

3.4.4.3 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, Sub-subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 3.4.4.2 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 from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, board of trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees,
which arise out of, or pertain in any manner to: (i) the assertion by any person
disch. from performing or providing work at the direction of the District
pursuant to this Article 3.4.4.3; 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.

3.5 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.

3.6 Permits, Fees and Notices; Compliance with Laws

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

3.6.2 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.

3.6.3 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 Program Manager, 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 there from, including
without limitation, the removal, replacement or correction of the same.

3.7 Submittals

3.7.1 Purpose of Submittals. The purpose for submission of Submittals is to
demonstrate, for those portions of the Work for which Submittals are required,
the manner in which the Contractor proposes to provide or incorporate such item of
the Work in conformity with the information given and the design concept expressed in
the Contract Documents.

3.7.2 Contractor's Submittals.

3.7.2.1 Prompt Submittals. The Contractor shall review, approve and
submit to the Architect or such other person or entity designated by the District,
the number of copies of Submittals required by the Contract Documents. All submittals sent to the Architect shall be copied to the Program Manager by the Contractor. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor to the Architect within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule prepared and submitted by the Contractor pursuant to Article 6 of these General Conditions. Contractor’s submission of Submittals in conformity with the Submittal Schedule is a material consideration of the Contract. Contractor and District acknowledge and agree that if Contractor shall fail to deliver Submittals in accordance with the Submittal Schedule, the District may incur costs and expenses not contemplated by the Contract Documents, the exact amount of which are difficult to ascertain and fix. Contractor and the District acknowledge and agree that the per diem assessment for delayed submission of Submittals if set forth in the Special Conditions represents a reasonable estimate of costs and expenses the District may 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, Program Manager or the Architect reasonably determines that all or any portion of such resubmittals fail to comply with the requirements of Articles 3.7.2.2, 3.7.2.3 and 3.7.2.4 of these General Conditions and/or such resubmittals are not otherwise complete and accurate so as to require a second 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, any per diem assessments imposed under this Article 3.7.2.1 for Contractor's delayed submission of Submittals. In the event of the District's imposition of the per diem assessments due to the Contractor's delayed submission of Submittals or in the event of the District's assessment of costs and expenses incurred to review incomplete or inaccurate Submittals, the District may deduct the same from any portion the Contract Price then or thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform to the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to make timely submission of any Submittal.

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

3.7.2.3 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.

3.7.2.4 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 Specification Section and applicable paragraphs identified 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 for the Architect's review, evaluation and acceptance of the Contractor's Submittals.

3.7.2.5 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 acceptance 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 acceptance thereof.

3.7.2.6 No Performance of Work Without Approval. The Contractor shall perform no portion of the Work requiring the Architect's review and acceptance of Submittals until the Architect has completed its review and indicated acceptance of 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 approved. Such Work shall be in accordance with approved Submittals and other applicable portions of the Contract Documents.

3.7.3 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) and 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 order to obtain the Architect's acceptance. 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.

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

3.8 Materials and Equipment

3.8.1 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.
3.8.2 Approval of Substitutions or Alternatives. Public Contract Code Section 3400 states: “(a) The Legislature finds and declares that it is the intent of this section to encourage contractors and manufacturers to develop and implement new and ingenious materials, products, and services that function as well, in all essential respects, as materials, products, and services that are required by a contract, but at a lower cost to taxpayers. (b) No agency of the state nor any political subdivision, municipal corporation, or district, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works, shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words “or equal” so that bidders may furnish any equal material, product, thing or service. In applying this section, the specifying agency shall, if aware of an equal product manufactured in this state, name that product in the specification. Specifications shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of “an equal” item. If no time period is specified, data may be submitted any time within thirty-five (35) days after the award of the contract. (c) Subdivision (b) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for either of the following purposes: (1) In order that a field test or experiment may be made to determine that product’s suitability for future use; (2) In order to match other products in use on a particular public improvement either completed or in the course of completion; (3) In order to obtain a necessary item that is only available from one source; (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. (B) In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.”

Unless otherwise specified the Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that the Contractor provides advance written notice to the District, Program Manager and the Architect of such proposed substitution or alternative and certifies to the District and Architect that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified, and must demonstrate to the District and Architect that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit engineering, construction, dimension, visual, aesthetic and performance data to the District and Architect to permit its proper evaluation of the proposed substitution or alternative. If requested by the District or Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the District or 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 District’s and Architect’s prior approval of the same; any alternative or substitution installed or incorporated into the Work without first obtaining the District’s and Architect’s approval of the same shall be subject to removal pursuant to Article 11 hereof. The District’s and Architect’s decision shall be final regarding the approval or disapproval of the Contractor’s
proposed substitutions or alternatives. The District’s and Architect's approval of Contractor’s proposed substitutions or alternatives shall not otherwise relieve the Contractor from complying with the requirements of the Contract Documents. 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 approved by the District and Architect; provided, however, that in the event a substitution or alternative is approved by the District and Architect and purchase, fabrication and/or installation or such approved 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 of the District, the Architect, of the Architect's consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any approved substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the District’s and 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 in accordance with the Instructions to Bidders; 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.

3.8.3 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 or Sub-Subcontractor performing any portion of the Work similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor or Sub-Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the Program Manager, 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, purchase orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor or Sub-Subcontractor.

3.8.4 District's Right to Place Orders for Materials and/or Equipment. Notwithstanding any other provision of the Contract Documents, in the event that the Contractor shall, upon request of the Program Manager, fail or refuse, for any reason, to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. In the event that the District shall exercise the right to place orders for materials and/or equipment pursuant to the foregoing, the District's conduct in that regard 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.

3.9 Safety

3.9.1 Safety Programs. Prior to commencement of the Work at the site, the Contractor shall prepare and submit to the Program Manager, for review, a written safety plan. The Contractor shall revise the safety plan as necessary to obtain the Program Manager's acceptance of the plan for record purposes only. 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.

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

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

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

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

3.9.7 Hazardous Materials.

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

3.9.7.2 Prohibition on Use of Asbestos Construction Building Materials ("ACBM"). Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBM 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 ACBM, Contractor shall promptly notify the Architect, the Program Manager 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 ACBM. 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 ACBM, 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 ACBM and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the District's acceptance of the Work. In the event that the Contractor shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBM 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 Contractor's Performance Bond Surety.
3.9.7.3 Disposal of Hazardous Materials. Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about the Contractor's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with any and all applicable laws, regulations, orders, procedures or ordinances.

3.10 Maintenance of Documents

3.10.1 Documents at Site. The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all amendments 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, Parts 1 and 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 Program 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.

3.10.2 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, substitutions, 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 Program Manager or the Architect, the Contractor shall make the Record Drawings maintained here under available for the District's review and inspection. Review and inspection of the Record Drawings during the Contractor's performance of the Work, pursuant to the preceding, 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. The Contractor shall first deliver the Record Drawings to the Architect for review. Once they are accepted the Drawings are to be delivered to the District. In accordance with Article 7.4.2 of these General Conditions, prior to receipt of the Final Payment, the Record Drawings are to be received by the District.

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

3.12 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. In the event that the Work of the Contract Documents includes painting and/or the installation of floor covering, prior to commencement of any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the District under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The District's Inspector or Program 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.

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

3.14 Facilities and Information for the District's Inspector

3.14.1 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.

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

3.16 Cutting and Patching. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting,
patching, excavation or other alteration. 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.

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

3.18 Wage Rates; Employment of Labor

3.18.1 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 (1 1/2) 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.

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

3.18.3 Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit to the District Two Hundred Dollars ($200.00), or Forty Dollars ($40.00) in the event of a "good faith mistake" promptly and voluntarily corrected, for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations 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. Pursuant to California Labor Code §1775, 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.
penalty shall be no less than Eighty Dollars ($80.00) for each calendar day if the Contractor was 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. If the Labor Commissioner determines that the violation was “willful” as defined under subdivision (c) of Section 1771.1 the penalty shall be One Hundred Twenty Dollars ($120) per calendar day.

3.18.4 Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this Article 3.18.4, 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. A Contractor is not subject to a penalty assessment pursuant to this section due to failure of a subcontractor to comply with this section.

3.18.5 Hours of Work.

3.18.5.1 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 (1-1/2) times the basic rate of pay.

3.18.5.2 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 (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

3.18.5.3 Contractor Responsibility Any Work performed by workers 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.

3.18.6 Apprentices.

3.18.6.1 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.

3.18.6.2 Apprenticeship Certificate. When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprentice-able 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.

3.18.6.3 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. 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 "Apprentice-able Craft or Trade," as used herein shall mean a craft or trade determined as an Apprentice-able occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

3.18.6.4 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 Apprentice-able 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.

3.18.6.5 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 Apprentice-able 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.

3.18.6.6 Contractor's Compliance. The responsibility of compliance with this Article for all Apprentice-able 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.

3.18.7 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 contractor's 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 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 14.1 of these General Conditions. The Contractor shall require any Subcontractor or Sub-Subcontractor performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

3.19 Assignment of Antitrust Claims. Pursuant to California Government Code §4550, 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.

ARTICLE 4: SUBCONTRACTORS

4.1 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 5 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 the 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 14.1 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract. During performance of the Work, the Contractor shall, from time to time, as and when requested by the District, the Architect or the Program 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.
4.2 Substitution of Listed Subcontractor

4.2.1 Substitution Process. Any request of the Contractor to substitute a listed Subcontractor will be considered only if such request is in strict conformity with this Article 4.2 and California Public Contract Code §4107. All costs incurred by the District, including without limitation, costs of the District's Inspector, the Architect, the Program 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.

4.2.2 Responsibilities of Contractor upon Substitution of Subcontractor. The District's consent to Contractor's substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any increase of the Contract Price or the Contract Time on account of such substitution. In the event of the District's consent to the substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor. In the event that the Architect determines that revised or additional Submittals are required of the newly substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than thirty (30) days following the date of the Architect's written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by the newly substituted Subcontractor in less than thirty (30) days, the Architect shall so state in its written notice to the Contractor. In the event that the revised or additional Submittals are not submitted by Contractor within thirty (30) days, or such earlier time as determined by the Architect pursuant to the preceding sentence, following the Architect's written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 3.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 4.2.2 shall conform with the requirements of Article 3.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Architect or any design consultant to the Architect or the District and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 4.2.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 4.2.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

ARTICLE 5: INSURANCE; INDEMNITY; BONDS

5.1 Workers' Compensation Insurance; Employer's Liability Insurance. The Contractor shall purchase and maintain Workers' Compensation Insurance, consistent with the statutory requirements of California law, 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.

5.2 Commercial General Liability and Property Insurance. The Contractor shall maintain or cause to be maintained Commercial General Liability insurance, including operations, products and completed operations and contractual liability, to protect against loss for which Contractor becomes liable on account of personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons on or about the Site and the business of Contractor on the Site, or in connection with the operation thereof, resulting directly or indirectly from the acts or activities of the Contractor, or any person acting for the Contractor or under Contractor's respective control or direction. Such General Liability coverage shall also protect against loss for damages to any property of any person occurring on or about the Site, or in connection with the operation thereof, caused directly or indirectly by or from the acts or activities of the Contractor, or any person acting for Contractor or under Contractor's respective control or direction. Such General Liability coverage shall provide for and protect the District against incurring legal costs in defending claims against any loss or alleged loss as described herein. The limits of the General Liability Insurance shall be set forth in the Special Conditions section of the contract documents.

5.3 Commercial Automobile Insurance. The Contractor shall maintain automobile insurance for owned, non-owned and hired autos, in an amount of not less than the amounts set forth in the Special Conditions section of the contract documents.

5.4 Builder's Risk "Special Form" Insurance. The Contractor, during the progress of the Work and until Final Completion of the entire Contract, shall maintain Builder's Risk "Special Form" Completed Value Insurance Coverage on all insurable Work included under the Contract Documents. The policy limit will be in the amount of the initial Contract Sum plus the value of subsequent Contract modifications and costs of materials supplied or installed by others comprising the total value of the Project at the Site on a replacement cost basis. The Replacement Costs coverage shall be sufficient to prevent the District from becoming a co-insurer under the terms of the policy, but in any event in an amount not less than 100% of the then full Replacement Cost, without deduction for depreciation. Such coverage will include, without limitation, insurance against the perils of fire (with extended coverage), vandalism and malicious mischief, sprinkler leakage, civil authority, windstorm, explosion, sonic boom, testing and startup, debris removal, 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.

5.4.1 This insurance shall include the interests of the District, Contractor and subcontractors of all tiers.

5.4.2 Partial occupancy or use of the Project or Site shall not be excluded during construction.

5.4.3 Contractor is responsible for all deductibles.

5.4.4 Such insurance shall include the district as both a Certificate Holder and as an additional insured, the Program Manager as an additional named insured, the
Program Manager as an additional named insured, the Architect 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 "Special Form" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor, 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.

5.5 Evidence of Insurance; Subcontractor's Insurance

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

5.5.2 Subcontractors' Insurance. Contractor shall require that every Subcontractor, of any tier, performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in Articles 5.1 and 5.2 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Article 5. 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 5. 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.

5.6 Maintenance of Insurance. Obtaining and maintaining all insurance coverage required by the Contract Documents is a material obligation of the Contractor. Any
insurance bearing on the adequacy of performance of Work shall be maintained after Final Completion 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. Without waiving any other right or remedy of the District, should any insurance required by the Contract Documents 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 Contractor and Subcontractors' policies of Commercial General Liability and Property/Casualty insurance and the Contractor's Builders Risk insurance will be accepted by the District only if the insurer(s) are: (a) A.M. Best rated A- or better; (b) A.M. Best Financial Size Category VII or higher; and (c) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California. If at any time during performance of the Work, the insurer(s) issuing a policy of insurance covering Commercial General Liability, Property/Casualty or Builder Risk is/are not A.M. Best rated A- or better and is/are not A.M. Best Financial Size Category VII or higher, the Contractor or Subcontractor, as applicable shall within thirty (30) days of the District's written notice of the insufficiency of an insurer to the Contractor, obtain insurance coverage(s) from alternative insurer(s) who is are/then A.M. Best rated A- or better and who is/are A.M. Best Financial Size Category VII or higher. If the Contractor fails to deliver Certificate(s) of Insurance from an alternative insurer(s) meeting or exceeding the A.M. Best rating and A.M. Best Financial Size Category set forth above, within thirty (30) days of the date of the District's issuance of a written notice pursuant to the preceding sentence, in addition to any other right or remedy of the District under the Contract Documents or arising by operation of law, the District may withhold disbursement of any Progress Payment otherwise due hereunder until the Contractor has delivered such Certificate(s) of Insurance from an alternative insurer(s).

5.7 Contractor's Insurance Primary; No Waiver of Subrogation by District. 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. Contractor and all Subcontractors shall waive rights of subrogation against the District. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

5.8 Indemnity. Unless arising solely out of the active negligence, gross negligence or willful misconduct of the Indemnified Parties (as that term is hereinafter defined), the Contractor shall to the fullest extent permitted by law and in proportion to its own liability, indemnify, defend and hold harmless: (i) the District and its Board of Trustees and its members, officers, employees, agents and representatives (including the District’s Inspector and the Program Manager); (ii) the Architect and its consultants for the Work and their respective agents and employees; and (iii) if one is designated by the District for
the Work, the Program Manager and its agents and employees. The foregoing are individually and collectively hereinafter referred to as “the Indemnified Parties.” 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, expert consultant/witness fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or 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; (iii) theft or loss of property, including loss of use; (iv) stop notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, any person or entity employed directly or indirectly by Contractor or any Subcontractor 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, liability or other matter 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 with counsel reasonably satisfactory to the named Indemnified Parties. If there is any judgment, award, ruling, settlement, or other relief arising out of any claim, demand, liability or other matter subject to the Contractor's obligations hereunder, and which binds the Indemnified Parties, Contractor shall promptly 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.

5.9 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 Contractor's obligation to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 5.9 is a material obligation of the Contractor. 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. If at any time during performance of the Work, a Surety issuing a bond required by the Contract Documents is not qualified as a California Admitted Surety Insurer, within thirty (30) days of the District’s written notice to the Contractor of the insufficiency of a Surety, the Contractor shall obtain an alternative bond issued by a Surety who is then a California Admitted Surety Insurer. The District reserves the right to request appropriate financial statements and other information from the proposed Surety, pursuant to California Code of Civil Procedure Section §995.660.
ARTICLE 6: CONTRACT TIME

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

6.2 Progress and Completion of the Work

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

6.2.2 Project Milestones. If Project Milestones are identified in the Special Conditions, the work associated with each Project Milestone shall be completed on or before the defined Milestone Date/s or the number of calendar days identified. Completion of Project Milestones shall be determined by the Architect, the Program Manager and the District's Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of completion of each Project Milestone by the District's Inspector, Program Manager, and the Architect shall be controlling and final.

6.2.3 Substantial Completion. Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the District can occupy or use the Work for its intended purpose. For building projects, this shall include submission of Test and Balance Reports as described in the Specifications and approval of building occupancy by authorities having jurisdiction. Substantial Completion shall be determined by the Architect, the Program Manager and the District's Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the District's Inspector, Program Manager, and the Architect shall be controlling and final.

6.2.4 Correction or Completion of the Work after Substantial Completion.

6.2.4.1 Punchlist. Upon achieving Substantial Completion of the Work, the District, the District's Inspector, the Program Manager, the Architect and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor (“the Punchlist”). The exclusion of, or failure to include, any item on the Punchlist shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents. Items remaining on any Notice of Non-Compliance issued during construction will be added to the Punchlist.
6.2.4.2 Time for Completing Punchlist Items. In addition to setting forth items for correction or completion pursuant to Article 6.2.4.1, the Program Manager, 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 for the Contractor's completion of Punchlist items, the Program Manager and District in consultation with the Architect shall determine such time, and in such event, the time determined by the Architect shall be final and binding upon the District and Contractor so long as the Architect's determination is made in good faith. The Contractor shall promptly and diligently proceed to complete all Punchlist items within the time established. In the event that the Contractor shall fail or refuse, for any reason, to complete all Punchlist items within the time established, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 6.5 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 therewith and the District may deduct such costs from the Contract Price then or thereafter due to the Contractor; if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to District for any such excess costs.

6.2.5 Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, the performance of all Punchlist items noted upon Substantial Completion, and all other Contractor obligations under the Contract Documents have been fully performed by the Contractor. Final Completion shall be determined by the Architect, the District's Inspector, and the Program Manager upon request of the Contractor. The good faith and reasonable determination of Final Completion by the District's Inspector, the Program Manager and the Architect shall be controlling and final. The commencement date of any warranty or guarantee period under the Contract Documents shall be the date upon which the Architect, the District's Inspector, the Program Manager approves the Final Completion of the Work, or as otherwise agreed in accordance with Article 1.3.1.

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

6.3.1 Submittal of Preliminary Construction Schedule. The Contractor shall prepare and submit to the District, the Program Manager and the Architect the construction schedules required by the Contract Documents. Schedules shall be submitted within the time durations stated in the Contract Documents. The purpose of the 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. The District's enforcement of schedule requirements of the Contract Documents shall not be deemed District control over or assumption of construction means, methods or sequences by the District, all of which remain the Contractor's responsibility. The Contractor may submit schedules depicting completion of the Work in a duration shorter than the Contract Time; provided that such schedules 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 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 schedule. Float time, if any, in the Approved Construction Schedule shall not be for the benefit of the District or the Contractor; float time is for the benefit of the Work. As used herein, "float time" shall be deemed to refer to the time between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date of each activity shown on the construction schedule. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the Contract completion date. Since float time within the construction schedule is jointly owned, it is acknowledged that District caused delays on the project may be offset by District caused time savings (i.e. critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all District caused time savings are exceeded and the Contract completion date is also exceeded.

6.3.2 Review of Preliminary Construction Schedule. The District, the Program Manager, and the Architect will review the construction schedules submitted by the Contractor pursuant to Article 6.3.1 above for conformity with the requirements of the Contract Documents and will provide comments to the schedules within the durations stated in the Construction Documents. Review of the schedules and any comments thereto by the District, the Program Manager or the Architect shall not be deemed to be the assumption or direction of construction means, methods or sequences, all of which remain the Contractor's obligations under the Contract Documents.

6.3.3 Preparation and Submittal of Contract Construction Schedule; Upon the District's acceptance of the form and content of a finalized 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, Program Manager and the Architect. Updates to the Approved Construction Schedule pursuant to Article 6.3.5 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 if actual completion of the Work occurs after the time depicted in such an 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 be depicted in the Approved Construction Schedule.

6.3.4 Revisions to Approved Construction Schedule. If progress of the Work or the sequencing of the activities of the Work materially differs 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 ten (10) days of the District's direction, the Contractor shall prepare and submit to the Program Manager a revised Approved Construction Schedule, for review and approval by the District. The Contractor may also 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) therefrom. The District may consent to, or deny, any such request of the Contractor to revise the Approved Construction Schedule in its reasonable discretion.

6.3.5 Updates to Approved Construction Schedule. The Contractor shall monitor and update the Approved Construction Schedule on a monthly basis and submit with each monthly Payment Application, 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 Program 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, the Contractor shall, within five (5) days of the District's rejection of such update, submit to the Architect and the Program 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.

6.3.5.1 Contractor Time Schedule Recovery Plan. If at any time during the project the Contractor fails to complete any activity by its latest scheduled completion date, which late completion will impact the end date of the work past the contract completion date, the Contractor shall, within five (5) working days, submit to the District a written statement as to how and when and when the Contractor will reorganize its work force to return to the current Contractor's Approved Construction Schedule. Whenever it becomes apparent from the current monthly progress evaluation and updated Construction Schedule data that any milestone date(s) or the Contract completion date will not be met, the Contractor shall take some or all of the following actions:

1) Increase construction staff in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date.

2) Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, or the amount of construction equipment, or any combination of the foregoing sufficient to substantially eliminate the backlog of work.

3) Reschedule work items to achieve concurrent accomplishment of work activities.

Under no circumstances will the addition of equipment or construction forces, increasing the working hours, or any other method, manner, or procedure to return to the contractually required completion date be considered justification for additional cost to the District or treated as an acceleration, unless specifically directed by the District as set forth in Paragraph 6.3.5.2.

6.3.5.2 District Requested Contractor Acceleration. The District reserves the right to accelerate the work of the Contract. In the event that the District directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other project records related to the acceleration directive separately from normal project costs and shall provide a written record of acceleration cost to the District on a daily basis.

In the event that the Contractor believes that some action or inaction on the part of the District constitutes an acceleration directive, the Contractor shall immediately notify the District in writing that the Contractor considers the actions an acceleration directive. This written notification shall detail the circumstances of the acceleration directive. The Contractor shall not accelerate its work efforts until the District responds to the written notification. If acceleration is then directed or required by the District, all cost records referred to above shall be maintained by the Contractor and provided to the District on a daily basis.

In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional workers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment
mobilized to the site to accomplish the accelerated work effort.

6.3.6 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 the Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction Schedule 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.

6.4 Adjustment of Contract Time. If Substantial Completion of the Work or completion of a Project Milestone is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 6.4.

6.4.1 Excusable Delays. If Substantial Completion of the Work or completion of a Project Milestone 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 or any Subcontractor or Material Supplier in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any Subcontractor or Material Supplier, 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 shall exceed those noted in the Special Conditions and such additional Rain Days shall have directly and adversely impacted the progress of the Work with respect to the Critical Path, 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.
When delays are experienced by the Contractor and a time extension is requested, the Contractor shall submit to the District a written Time Impact Analysis illustrating the influence of all changes or all delays on the current project completion date. The time impact analysis shall be constructed on an As-Built Schedule Analysis approach. The As-Built Schedule that is created shall incorporate all actual start and finish dates, actual durations of activities, and actual sequences of construction (referred to as the As-Built Logic) current as of the time the Time Impact Analysis is performed. This Time Impact Analysis shall incorporate all delays (including District, Contractor and third party delays without exception) in the time frame that they actually occurred with actual logic ties. The As-Built Schedule data shall be obtained from the most recent approved monthly schedule update. The As-Built Schedule shall be created as an early start schedule with the actual start and finish dates coinciding with the early start and finish dates from the most recent approved monthly schedule update. The As-Built Schedule shall show the original activity durations equal to the actual duration and the actual logic driving all activities. The time extension will be based solely upon the cumulative duration of all District and third party caused delays (as set forth in the Delay Clause of these Contract Documents) which are on the critical path. Any time extensions to the project’s Interim Milestone Dates, if any, shall be non-compensable time extensions only.

Each Time Impact Analysis shall demonstrate the estimated time impact based on the events of delay, the date that direction was given to the Contractor, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest Approved Project Schedule update in effect at the time the change or delay was encountered.

6.4.2 Compensable Delays. If Substantial Completion of the Work or completion of a Project Milestone is delayed and such delay is caused by the acts or omissions of the District, the Architect, or a separate contractor employed by the District (collectively “Compensable Delays”), upon Contractor’s request and notice, in strict conformity with Articles 6 and 8 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the Architect and the District. In accordance with California Public Contract Code §7102, if the Contractor’s progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor’s damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or construction equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 8 and 13 of these General Conditions.

6.4.3 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 Article 6.4.1 and 6.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcusable Delays.
6.4.4 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.

6.4.5 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 then current and updated Approved Construction Schedule.

6.5 Liquidated Damages. Should the Contractor neglect, fail or refuse to achieve Substantial Completion of the Work or completion of a Project Milestone within the Contract Time, as adjusted, 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 Substantial Completion of the Work is achieved. The Liquidated Damages amount set forth in the Special Conditions is 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 Substantial Completion of the Work or delayed completion of a Project Milestone. The Contractor and the District specifically agree that said amount is a reasonable estimate of the District's damage in such event, and that such amount does 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. Notwithstanding achievement of Substantial Completion of the Work or achievement of any Project Milestone, if the Contractor fails or refuses, for any reason, to promptly and diligently commence performance of all Punchlist items noted upon Substantial Completion and to complete the same within a reasonable time, as determined in accordance with the Contract Documents, the Contractor shall be liable to the District for the per diem Liquidated Damages set forth in the Special Conditions from the date that such items should have been corrected or completed until the date that all such items are actually corrected or completed. If the Contractor fails or refuses to correct or complete Punchlist items noted upon Substantial Completion and the District elects to exercise its right to cause completion or correction of such items, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition to, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work. The Contractor and the District acknowledge and agree that the provisions of this Article 6.5 are
reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

The Contractor will not be provided with any further notice or warning that the District shall assess liquidated damages for delay in completion of punch list items, and the first punch list issued (not subsequent iterations) will be the controlling document for purposes of tracking and computing incomplete punch list items and liquidated damages associated therewith.

ARTICLE 7: CONTRACT PRICE

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

7.2 Schedule of Values (Cost Breakdown). Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish to the Program Manager and Architect, on forms provided by the District, a detailed estimate and a complete Schedule of Values of the Contract Price. The Schedule of Values shall be subject to the review and approval of the form and content thereof by the District, Program Manager and Architect. If there are objections to any portion of the Schedule of Values, within ten (10) days of the Contractor's submission of the Schedule of Values, the Contractor will be notified, of objection(s) to the Schedule of Values. Within five (5) days of the date of the written objection(s), Contractor shall submit a revised Schedule of Values for review and approval. The foregoing procedure for the preparation, review and approval of the Schedule of Values shall continue until the entirety of the Schedule of Values has been approved. Once the Schedule of Values is approved, the Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole reasonable discretion of the District. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision/general conditions costs and profit, as the costs for such items are reflected in the Schedule of Values, 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 Schedule of Values divided by the number of months of the Contract Time. In addition to the requirements of the Schedule of Values set forth in Article 7.2, the Schedule of Values prepared by the Contractor must reflect the costs of labor, materials and equipment for each of the portions of the Work identified in the Bid Proposal.

7.3 Progress Payments

7.3.1 Applications for Progress Payments. During the Contractor's performance of the Work, the Contractor shall submit monthly, a draft copy of the Application for Progress Payment to the Program Manager on the 25th of each month. During the last construction meeting of the month, the Contractor and Program Manager will review the percentages complete for each item on the Schedule of Values and come to an agreement on the earned value for the Contract projected to the final day of the month, as well as, the Change Orders that will be credited to the current Application. The Contractor will make the agreed-upon changes and will submit the final copy of the Application on the first working day of each month to the Program Manager. Applications for Progress Payments are to be submitted on AIA forms G702 and G703, setting forth an itemized estimate of Work.
completed in the preceding month for the purpose of the District's making of Progress Payments thereon. Values utilized in the Applications for Progress Payments shall be based upon the District approved Schedule of Values pursuant to Article 7.2 above and such values shall be only for determining the basis of Progress Payments to Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.

7.3.2 District's Review of Applications for Progress Payments. In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the District shall cause the same to be reviewed by the District's Inspector, the Program Manager, if one is designated by the District, and the Architect, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 7.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the form approved by the District, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Contractor and such completed Application for Progress Payment is accompanied by: (i) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested; (ii) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; (iii) update of the Approved Construction Schedule; (iv) if applicable, a current union statement reflecting that the Contractor and any Subcontractor of any tier, 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 (v) a certification by the Contractor that it has continuously maintained, or caused to be maintained, the Record Drawings reflecting the actual as-built conditions of the Work performed for which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Architect or the Program Manager prior to disbursement of the Progress Payment. In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District's receipt thereof. The District's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper or complete.

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

7.3.4.1 Timely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, within thirty (30) days after the District's receipt of a proper Application for Progress Payment, there shall be paid, by District, to Contractor a sum equal to ninety-five percent (95%) of the value of the Work indicated in the Application for Progress Payment which is actually in place as of the date of the Application for Progress Payment and as verified and approved by the District's Inspector, Program Manager 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 7.3.2 above, each and all of which are conditions precedent to the District's obligation to disburse Progress Payments. The District may, at its discretion, allow for retention from the original contractor, by the original contractor from any subcontractor, and by any subcontractor from any subcontractor thereunder, to retain more than five (5%) percent on specific projects where the District has made a finding prior to the bid that the project is substantially complex and therefore requires a higher retention amount in the bid documents. Should such a determination be made, the contractor will be informed accordingly as noted in the bid documents. If an Application for Progress Payment is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Application for Progress Payment, as required by Article 7.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress Payment shall be deemed to commence on the date that the District is actually in receipt of documents not submitted with the Application for Progress Payment, or corrections to documents with the Application for Progress Payment so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

7.3.4.2 Untimely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, in the event that the District shall determine that any Application for Progress Payment is not proper, pursuant to Article 7.3.2 above, and the District does not return such Application for Progress Payment within the seven (7) day period provided for in Article 7.3.2, the period of time for the District's disbursement of the Progress Payment on such Application for Progress Payment without incurring the interest liability shall be reduced by the number of days exceeding the seven (7) day return period.

7.3.4.3 District's Right to Disburse Payments by Joint Checks. Provided that the District is in receipt of the applicable Subcontract or Purchase Order, the District, may in its sole discretion, issue joint checks to the Contractor and such Subcontractor or Material Supplier in satisfaction of its obligation to make
Progress Payments or the Final Payment due hereunder.

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

7.3.5 **Progress Payments for Changed Work.** The Contractor's Applications for Progress Payment may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the Program Manager, 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.

7.3.6 **Materials or Equipment Not Incorporated Into the Work.**

7.3.6.1 **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 an Application for Progress Payment, has/have not been incorporated into and made a part of the Work.

7.3.6.2 **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 an Application for Progress Payment incorporating therein a request for payment of such materials or equipment if all of the following are complied with: (a) the materials or equipment have been delivered to the Site; (b) 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 (c) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (b) and (c) of this Article 7.3.6.2 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.

7.3.6.3 **Materials or Equipment Not Delivered or Stored at the Site.** The District may, in its sole and exclusive discretion, elect to make payment for materials or equipment not incorporated into the Work and which are not delivered or stored at the Site at or prior to the time of the Contractor's submittal of an Application for Progress Payment.
Payment for stored materials: Materials, equipment and associated components that are in compliance with the approved submittals and will be incorporated into the Work, may be taken into consideration in computing payment requests, provided the material is properly stored in a warehouse, storage yard or similar suitable place as may be approved by the Program Manager. The retention on stored materials, equipment, and associated components may be increased from 5% to 10% on specific projects where the District has approved a finding prior to the bid that the project is substantially complex and therefore requires a higher retention amount in the bid documents. Should such a determination be made, the contractor will be informed accordingly as noted in the bid documents. The Contractor shall remain responsible for all such stored materials.

1) Payment for materials, equipment and associated components stored on-site will be 85% of valid invoice, indicating the unit of quantity, description of the material or equipment and cost.

2) Payment for materials, equipment and associated components stored off-site will be 85% - less 5% retention of valid invoice, indicating the unit of quantity, description of material or equipment or costs. Before such payment is made the Contractor shall furnish District with a certified statement giving the exact location of the material or equipment, stating that such material or equipment is properly fabricated, stored and protected, and that it will not be diverted for use or installation at a different project. The Contractor will furnish the District with copies of material or equipment invoices, properly executed bills of sale and a certificate of insurance coverage for material upon which payment is being made.

All material and work covered by payments made will thereupon become the sole property of the District.

The Contractor shall provide arrangements for the District's Program Manager to inspect the stored materials and shall ensure that all materials are clearly marked “Property of San Jose Evergreen Community College District.”

7.3.6.4 Materials or Equipment in Fabrication or Transit. The provisions of this Article 7.3.6 notwithstanding, the District shall not make any payment on account of any materials or equipment which are in the process of being fabricated or in transit to the Site.

7.3.7 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 Application for Progress Payment shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor, of any tier, or Material Supplier because of a dispute or any other reason.

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

7.3.9 Substitute Security for Retention. In accordance with the provisions of California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor's performance under the Contract 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 award of the Contract to Contractor shall be deemed a waiver of such right.

7.4 Final Payment

7.4.1 Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect and the District's Inspector will promptly make a final inspection of the Work and when the Architect, Program Manager 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 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.

7.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §3262, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered.
to the District upon completion of the Work; and (x) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

7.4.3 Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 7.4.2 above as conditions precedent to the District’s obligation to disburse Final Payment, not later than sixty (60) days following Final Completion, 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.

7.4.4 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.

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

7.5 Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §3179 et seq.; (iv) a reasonable doubt that the Work 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, including but not limited to assessed liquidated damages in delay of completion; or (viii) the Contractor's failure to perform any of its obligations under the Contract Documents or its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to
any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the District's Inspector, the Program Manager, 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.

7.6 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 no later than seven (7) days after receipt of each progress payment, the provisions of which are deemed incorporated herein by this reference. In the event of the Contractor's failure to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the District.

ARTICLE 8: CHANGES

8.1 Changes in the Work. The District, at any time, by Construction Change Directive or Change Order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District and governmental agencies with jurisdiction over the Work or the Change, including without limitation, DSA. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any authorized Change to the Work; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any authorized Change by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 8 in connection with any Change authorized by the District under this Article 8.1 shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete an authorized Change. 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 DSA approval. 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.

8.2 Contractor Submittal of Data. Within ten (10) days after receipt of a Proposal Request directing a Change in the Work, the Contractor shall submit to the Program Manager a detailed written statement setting forth the general nature of the Change, the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation in the opinion of the Program Manager or the Architect of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.
8.3 Adjustment to Contract Price and Contract Time on Account of Changes to the Work

8.3.1 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:

8.3.1.1 Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between the District, Program Manager 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, Program Manager 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 Schedule of Values 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, Program Manager 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, Program Manager or the Architect for such estimate.

8.3.1.2 Time and Material. The District may elect to direct the Contractor to proceed with work and perform on a time and material basis. The guidelines established in 8.3.2 shall be the basis of that submitted. Time and material slips shall be submitted and signed by the Program Manager on the same day the work in question is performed. Slips shall be made in duplicate, one copy to be retained by the Program Manager following that day’s Work, one copy to be returned to the Contractor. The final copy is to be submitted by the Contractor with an invoice once the work is complete.

8.3.1.3 Unit Prices. If any item or component of the Work was bid as a Unit Price Item, adjustment of the Contract Price for quantity variations of Unit Price Items will be based upon prices proposed by the Contractor, unless the District reasonably determines that the price proposed for a Unit Price Item does not reasonably reflect marketplace costs, in which event the adjustment of the Contract Price will be based upon reasonable cost. Unless otherwise expressly provided, prices for Unit Price Items are inclusive of all direct, indirect and administration costs as well as profit.

8.3.1.4 Determination by the District. Changes are determined by the District, whether or not negotiations are initiated pursuant to Article 8.3.1.1 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 8.3.1.4 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District’s determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District, the Program Manager, the Architect 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 Program Manager, 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 8.3.1.2, Contractor shall, pursuant to Article 8.6 below, diligently proceed to perform and complete any such Change.

8.3.2 Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 8.3.1.1, 8.3.1.2 or 8.3.1.4 above, the basis for adjustment of the Contract Price shall be as follows:

8.3.2.1 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.

8.3.2.2 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 therefore 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.

8.3.2.3 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 District's Inspector, Program Manager 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 Program Manager, 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 all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

8.3.2.4 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 Section 01 26 00, Contract Modification Procedures, 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.

8.3.3 Contractor Maintenance of Records. In the event that Contractor shall be directed to perform any Changes to the Work pursuant to Article 8.1 or should the Contractor encounter conditions which the Contractor, pursuant to Article 8.5, believes would obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative; such signature shall be
declared Contractor’s representation and warranty that all information contained therein is true, accurate, and complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor’s authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Program Manager, the Architect or the District’s Inspector upon request. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursuant to this Article, the District’s reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor’s obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work. These records are to be verified by the Program Manager on a daily basis in order to qualify as reimbursable. Records not verified by the Program Manager on a daily basis will not qualify as reimbursable.

8.3.4 Adjustment to Contract Time. In the event of any Change(s) to the Work pursuant to this Article 8, the Contract Time shall be extended or reduced by Change Order, as determined by the Program Manager and District, for a period of time commensurate with the time reasonably necessary to perform such Change. In the event that any Change shall require an extension of the Contract Time, the Contractor shall not be subject to Liquidated Damages for such period of time.

8.3.5 Addition or Deletion of Alternate Bid Item(s). If the Bid for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor’s performance of the Work, the District may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor’s Bid.

8.4 Change Orders. If the District approves of a Change, a written Change Order prepared by the Program Manager 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 8.4, 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 Program Manager; 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.

8.5 Contractor Notice of Changes. If the Contractor should claim that any instruction, request, sketch, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the District's Inspector, the Program Manager and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice and prior to implementation of such work, 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, the Program Manager 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 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 8.5, any such adjustment shall be determined in accordance with the provisions of Articles 8.3.1 and 8.3.2.

8.6 Disputed Changes. In the event of any dispute or disagreement between the Contractor and the District, the Program Manager 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.

8.7 Emergencies. In an emergency affecting the safety of life, or of the Work, or of property, the Contractor, without special instruction or prior authorization from the District, the Program 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 8.

8.8 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 Architect’s
Supplemental Instructions (ASI) and shall be binding on the District and the Contractor. The Program Manager may direct the Contractor to perform Changes provided that each such Change does not result in an increase of more than $500.00 to the Contract Price and no adjustment of the Contract Time. The Contractor shall carry out such orders promptly.

8.9 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 Article 8.5 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

ARTICLE 9: SEPARATE CONTRACTORS

9.1 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 Award of a separate contract or work performed by the District's own forces shall not be considered as a delay or reason for extra work claims.

9.2 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.

9.3 Mutual Responsibility. The Contractor shall afford the District and separate contractor's 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.

9.4 Discrepancies or Defects. If part of the Contractor's Work depends on 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, the Program Manager 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 10: TESTS AND INSPECTIONS

10.1 Tests; Inspections; Observations

10.1.1 Contractor’s Notice. If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the Program Manager and the District's Inspector written notice of the readiness of such Work for observation, testing or inspection at least three (3) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the District's Inspector and the Program Manager not less than three (3) working days prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof. Special Inspection, as required, shall conform to Section 4-333(c), Title 24 of the California Code of Regulations.

10.1.2 Cost of Tests and Inspections. Costs for tests and inspection of materials required by code or needed to confirm that the Work is in compliance with the Contract Documents shall be paid by the District as provided for herein. If such tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, the District may back charge the Contractor for all costs made necessary by such failures including, without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the Architect’s services or its consultants in connection therewith. If work requiring testing or inspection is performed by the Contractor during Saturdays, Sundays or holidays for the sole benefit of the Contractor, the District may back charge the Contractor for the premium cost of testing and inspection services. If the Contractor or its supplier or subcontractor, of any tier, is performing inefficiently or performing at multiple locations, the District may back charge the Contractor for extraordinary costs incurred.

10.1.3 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 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 Program Manager or the Architect and not by the Contractor.

10.1.4 Additional Tests, Inspections and Approvals. If the Architect, the Program 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 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 Program 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 District may
back charge the Contractor for all costs made necessary by such failures, including
without limitation, the costs of corrections, repeat tests, inspections or approvals and
the costs of the Architect's services or its consultants in connection therewith.

10.2 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 and copied to the Program Manager and District's
Inspector.

10.3 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 11: UNCOVERING AND CORRECTION OF WORK

11.1 Inspection of the Work

11.1.1 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 Program 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 Program 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.

11.1.2 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.

11.2 Uncovering of Work. If any portion of the Work is covered contrary to the request of
the Architect, the Program Manager, the District's Inspector, any authority having
jurisdiction 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.

11.3 Rejection of Work. Prior to the Final Completion 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
Program 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.

11.4 Correction of Work. The Contractor shall promptly correct any portion of the Work rejected by the District, the Program 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 Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective.

11.5 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.

11.6 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 promptly pay the difference to the District.

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

ARTICLE 12: WARRANTIES

12.1 Workmanship and Materials. The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents shall be new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work shall be of acceptable quality, free from faults and defects, within specified tolerances, and in conformity with the requirements of the Contract Documents. If required by the Architect, the Program Manager 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.

12.2 Warranty Work. If, within one year after the date of Final Completion, 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 Completion, 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 warranty or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

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

12.4 Survival of Warranties. The provisions of this Article 12 shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Completion or the termination of the Contract.

ARTICLE 13: SUSPENSION OF WORK

13.1 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.
13.2 Adjustments to Contract Price and Contract Time. In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Schedule of Values 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 14: TERMINATION

14.1 Termination for Cause

14.1.1 District's Right to Terminate. The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will insure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 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; (vi) 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; (ix) if the Contractor made any material misrepresentations in its response to the Request for Qualifications, Request for Proposal or Prequalification Questionnaire that would have resulted in the Contractor not being selected. 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. Should the District discover any material misrepresentations in the Contractor's response to the Request for Qualifications, Request for Proposal or Prequalification Questionnaire that would have resulted in the Contractor not being selected, the District reserves the right to make a claim for “fraud in the inducement”
and seek to recover all fees paid to the Contractor, in addition to any other false claims/breach of contract remedies it may seek.

14.1.2 District's Rights upon Termination. In the event that the Contract is terminated pursuant to this Article 14.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The District may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the site of the Work or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest figure for completion of the Work. In the event that the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

14.1.3 Completion by the Surety. In the event that the Contract is terminated pursuant to this Article 14.1, 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 therefore, the District may take over the Work and prosecute it to completion as provided for above.

14.1.4 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.

14.1.5 Costs of Completion. In the event of termination under this Article 14.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and/or the Surety shall pay the difference to the District.

14.1.6 Contractor Responsibility for Damages. The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 14.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.

14.1.7 Conversion to Termination for Convenience. In the event the Contract is terminated under this Article 14.1, 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 14.2 hereof.

14.1.8 District’s Rights Cumulative. In the event the Contract is terminated pursuant to this Article 14.1, 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 14.1 are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

14.2 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 nor shall Contractor be entitled to damages for profit it may have earned on other jobs. The District may, in its sole discretion, elect to have subcontracts assigned pursuant to Article 14.1.4 above after exercising the right hereunder to terminate for the District’s convenience.

14.3 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 there under, 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.

14.4 Dispute Resolution; Arbitration

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

14.4.2 Arbitration. Except as provided in Article 14.4.1, any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the
interpretation, clarification or enforcement thereof shall be resolved by arbitration conducted in accordance with the Engineering and Construction Arbitrations Rules and Procedures of 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 located in San Francisco. The following items apply to this section:

1. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Paragraph 5 below.

2. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

3. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

4. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

5. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following forty-five (45) days from the date of filing the written request for mediation, whichever occurs first (“Earliest Initiation Date”). The mediation may continue after the commencement of arbitration if the parties so desire.

6. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 3 above.

7. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Contractor. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall
a Demand for Arbitration be filed or served after the date when the institution of
legal or equitable proceedings based upon such claim, dispute or other
disagreement would be barred by the applicable statute of limitations. In the event
more than one Demand for Arbitration is made by either the District or the
Contractor, all such controversies shall be consolidated into a single arbitration
proceeding, unless otherwise agreed to by the District and the Contractor. The
Contractor’s Surety, a Subcontractor or Material Supplier to the Contractor and other
third parties may be permitted to join in and be bound by an arbitration commenced
hereunder if required by the terms of their respective agreements with the
Contractor, except to the extent that such joinder would unduly delay or complicate
the expeditious resolution of the claim, dispute or other disagreement. The District and the Contractor, in which case an appropriate severance order shall be
issued by the Arbitrator(s). The expenses and fees of the Arbitrator(s) shall be
divided equally among the parties to the arbitration. Each party to any arbitration
commenced hereunder shall be responsible for and shall bear its own attorneys’ fees,
witness fees and other cost and expense incurred in connection with such arbitration.
The foregoing notwithstanding, the Arbitrator(s) shall not award arbitration costs,
including Arbitrators’ fees to the prevailing party. The confirmation, enforcement,
vacation or correction of an arbitration award rendered hereunder shall be the
Superior Court of the State of California for the county in which the Site is situated.
The substantive and procedural rules for such post-award proceedings shall be as
set forth in California Code of Civil Procedure §§1285 et seq.

14.5 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.

14.6 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.

14.7 Days. Unless otherwise expressly stated, references to "days" in the Contract
Documents shall be deemed to be calendar days.

ARTICLE 15: MISCELLANEOUS

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

15.2 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.

15.3 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.

15.4 **Cumulative Rights and Remedies; No Waiver.** Duties and obligations imposed by the Contract Documents and rights and remedies available there under 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.

15.5 **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.

15.6 **No Assignment by Contractor.** The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due there under, 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.

15.7 **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.

15.8 **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.

15.9 **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.

15.10 **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 there under.

15.11 **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.

**ARTICLE 16: CLAIMS SUBMISSION**

**16.1 Procedure.** The Contractor may submit a claim concerning a matter properly noticed in accordance with the requirements of this Contract.

The Contractor shall furnish all claim documentation as specified herein no later than thirty (30) days after the event or situation causing the claim has been overcome. Failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor’s right to compensation for such claim.

Contractor shall furnish three (3) certified copies of the requirement claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor’s claim will be based upon District project records and the Contractor’s furnished claim documentation.

Claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:

1. General Introduction
2. General Background Discussion
3. Issues
   A. Index of Issues (listed numerically)
   B. For each issue
      (1) Background
      (2) Chronology
      (3) Contractor’s position (reason for District’s potential liability)
      (4) Supporting documentation of merit or entitlement
      (5) Supporting documentation of damages
      (6) Begin each issue on a new page
4. All critical path method schedules, both as-planned, monthly updates, schedule revisions, and as-built along with the computer disks of all schedules related to the claim.
5. Productivity exhibits (if appropriate)
6. Summary of Issues and Damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to, general conditions; general requirements; technical specifications; drawings; correspondence; conference notes; shop drawings and submittals; shop drawing logs; survey books; inspection reports; delivery schedules; test reports; daily reports; subcontracts; fragmentary CPM schedules or time impact analyses; photographs; technical reports; requests for information; field instructions; and all other related records necessary to support the Contractor’s claim.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership cost records or rental records; subcontractor or vendor files and cost records; general cost records; purchase orders; invoices; project
as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records; and any other accounting materials necessary to support the Contractor's claim.

Each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

Should the Contractor be unable to support any part of the claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District as provided for under California Government Code Section 12650 et. seq.

16.2 California False Claims Act Compliance. Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

__________________________________________________________________________
(Name)

__________________________________________________________________________
(Title)

__________________________________________________________________________
(Company)

hereby certifies that the claim for the additional compensation and time; if any, made herein for the work on this Contract is a true statement of the actual Costs incurred and time sought, and is fully documented and supported under the Contract between the parties.

Dated _____________________________

Signature ___________________________

Subscribed and sworn before me this __________ day of _______________________

______________________________
Notary Public

My Commission Expires _____________________________

Failure to submit the notarized certificate will be cause for denying the claim.

ARTICLE 17: RECORDS ACCESS

17.1 District’s Right to Audit and Access to Contractor’s Records. The Contractor shall maintain all books, records, documents, and other evidence directly pertinent to the performance of the work under this Contract in accordance with generally accepted accounting principles and practices consistently applied. The Contractor shall also maintain all financial information and data used by the Contractor in the preparation or support of any
cost submission, including the Contractor’s original bid, required for this Contract, or any Change Order, claim or other request for equitable adjustment, and a copy of the cost summary or information submitted to the District. The District’s representatives shall have access upon twenty-four hours advanced written notice, at all times during normal business hours, to all such books, records, documents, financial information, and all other evidence for the purpose of inspection, audit, and copying. The Contractor shall, at no cost to the District, provide proper facilities for such access, inspection and copying purposes.

The Contractor agrees to make the provisions of this Section applicable to this Contract, and all Change Orders, claims or other requests for equitable adjustment affecting the Contract time or price. The Contractor agrees to include the provisions of this Section in all subcontracts and sub-subcontracts or purchase orders, at any tier, and to make this Section applicable to all subcontracts, at any tier, in excess of $10,000 and to make the provisions of this Section applicable to all Change Orders, claims, and other requests for equitable adjustment related to project performance.

Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

The Contractor agrees to the disclosure of all information and reports resulting from access to records under the provisions of this Section, to the District and other affected agencies.

Records under the provisions of this Section shall be maintained and made available during the performance of the work under this Contract until three years past final payment, and until final settlement of all disputes, claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract, to any Change Order, to any dispute, to any litigation, to the settlement of any claim arising out of such performance, or to the cost or items to which an audit exception has been taken, shall be maintained and made available until final payment or final resolution of such dispute, litigation, claim, or exception, whichever occurs later.

This Right to Access Section applies to all financial records pertaining to this Contract and all Change Orders and claims. In addition, this Right of Access applies to all records pertaining to all contracts, Change Orders and Contract Amendments:

1. To the extent the records pertain directly to Contract performance;
2. If there is any indication that fraud, gross abuse, or corrupt practices may be involved;
3. If the Contract is terminated for default or convenience.

Access to records is not limited to the required retention periods. The authorized representative of the District shall have access to records at any reasonable time for as long as the records are maintained.

END OF DOCUMENT
ARTICLE 1: ADMINISTRATION OF CONSTRUCTION CAREERS PROGRAM

1.1 Construction Careers Program Participation

1.1.1 Construction Careers Program. The Contractor and its Subcontractors of all tiers, having agreed to the terms Construction Careers Agreement, shall employ District students/graduates (Student Employees) as apprentices or interns as a part of the San Jose / Evergreen Community College District Construction Careers Program.

1.1.1.1 Apprentices. Apprentices are students participating in the San Jose /Evergreen Community College District Apprenticeship Program as supported by the Building Trades Council.

1.1.1.2 Interns. Interns are students participating in the San Jose / Evergreen Community College District Internship and Training Program. Interns shall not perform construction trades craftwork performed by Apprentices.

1.1.2 Compliance with Construction Careers Program. The Contractor and its subcontractors shall comply with the requirements of these Supplemental Conditions.

1.1.2.1 Student Employee Status. Student Employees may be Apprentices or Interns, or any combination thereof.

1.1.2.2 Student Employee Assignments. The Contractor may employ Student Employees on the District project that is a part of this Contract, on other projects, or on a combination of projects, to the best benefit of the Contractor and the Student Employee.

1.1.2.3 Student Employee Requirement. To be considered in compliance with the Construction Careers Program for this Project the Contractor and its Subcontractors shall make a good faith effort to hire Apprentices as required by Article 1.2.

1.1.2.4 Compliance Plan. Within fourteen (14) days of award of contract by the District’s Board of Trustees the Contractor shall submit to the Program Manager a written plan to achieve the requirements of these Supplemental Conditions and those of the Construction Careers Agreement. The District will respond with approval or comments within seven (7) days.

1.1.2.5 Documentation. The General Contractor shall report monthly to the District as a part of its application for Progress Payments and at Final Payment, the number and status of Student Employees employed or utilized by the Contractor and its Subcontractors.

1.1.2.6 Overhead Costs. The Contractor’s costs for preparation and execution of the compliance plan, good faith efforts and other compliance costs shall be included in the Contractor’s base bid overhead cost.
1.2 Employment of Apprentices

1.2.1 Good Faith Effort to Hire Apprentices. The Contractor shall make a good faith effort, as required by the Construction Careers Agreement, to hire Apprentices participating in State certified programs administered by the District.

1.2.1.1 District Proposed Apprentices. The District shall have the first opportunity to provide qualified Apprentices participating in its apprenticeship program for employment consideration, subject to any collective bargaining agreements, and the local program rules, regulations and standards approved by the Division of Apprenticeship Standards.

1.2.1.2 Trade Union Participation. The Contractor and its subcontractor(s) shall request trade unions to dispatch qualified individuals participating in programs administered by the District, by name when feasible, subject to any collective bargaining agreements and the local program rules, regulations and standards approved by the Division of Apprenticeship Standards.

1.2.2 Payment of Apprentices. Apprentices shall be hired and paid by the Contractor in accordance with applicable collective bargaining agreements, shall be employees of the Contractor, and their costs shall be treated as part of the Contractor’s or Subcontractors’ costs.

1.3 Utilization of Interns

1.3.1 District Internship and Training Program (Program). At the request of the Contractor, the District will assist the Contractor in identification of students to be employed by the Contractor as interns. Employment of interns by the Contractor will be considered as partial compliance with the Construction Careers Program, but is not mandatory.

END OF SUPPLEMENTAL CONDITIONS
1. **Application of Special Conditions.** These Special Conditions are part of the Contract Documents for the Work generally described as: **Pathway/Parking Lot Improvement #31116-06.** In accordance with Contracting Definitions Article 11.1.3, these Special Conditions shall control over the General Conditions.

2. **Drawings and Specifications.** The number of sets of the Drawings and Specifications, which the District will provide to the Contractor, pursuant to Article 1.1.3 of the General Conditions is **Zero (0),** digital copies will be furnished to be reproduced.

3. **Insurance.**

   3.1 **Contractor's Insurance.** Pursuant to Article 5 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

   **Commercial General Liability Insurance:**
   - Per Occurrence: $1,000,000
   - Aggregate: $2,000,000

   **Commercial Automobile Liability Insurance:**
   - Per Occurrence: $1,000,000

   **Workers Compensation Insurance:**
   - In accordance with limits established by law.

   3.2 **Builders Risk Insurance.** In accordance with Article 5.3 of the General Conditions coverage shall be provided for the full insurable value of the Work. Coverage for the perils of earthquakes is not to be included within the scope of coverage under the Builders Risk Insurance Policy.

   3.3 **Subcontractor's Insurance.** Pursuant to Article 5 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

   **Commercial General Liability Insurance:**
   - Per Occurrence: $1,000,000
   - Aggregate: $2,000,000

   **Commercial Automobile Liability Insurance:**
   - Per Occurrence: $1,000,000

   **Workers Compensation Insurance:**
   - In accordance with limits established by law.

**Contract Time.** Substantial Completion shall be achieved **Forty Seven (47) calendar days after the date for**
commencement of the Work as set forth in the Notice to Proceed. Notice to Proceed is anticipated to be issued by the District around June 29, 2015. Failure to achieve the requirements of a milestone shall result in the assessment of Liquidated Damages in a daily rate as specified in the Agreement and in these Special Conditions, as referenced to in Section 6.5 of the General Conditions.

4. **Liquidated Damages for Delayed Substantial Completion.** The Contractor shall be subject to assessment of Liquidated Damages for failure to achieve **Substantial Completion** by the above stated **Substantial Completion date** at the per diem rate of **two-hundred ($200.00)** until Substantial Completion is achieved.

As all construction work is completed and the appropriate notification is provided, Punch List work will be ongoing. All Punch List items associated with Substantial Completion shall be completed on or before **September 2, 2015** by Contractor. The per diem assessment of Liquidated Damages for delayed completion of Punch List items six (6) days after Substantial Completion is Fifty Dollars ($50) per item, per day, until all Punch List items are completed. No notice of imposition of these Punch List liquidated damages will be given to Contractor, nor will be required as a condition precedent to charging same to Contractor.

5. **Construction Access.** In order to minimize the impact of construction activities to the Campus, the Contractor is responsible for securing the site including building, exterior walkways, lay-down/storage areas and staging areas as well as pathways to, from and around the work area(s). Contractor is also responsible for supplying a safe and unobstructed path of travel around the work area(s). The Contractor is to provide proper access and protection for the work area(s) and shall utilize signage, chain link fencing with fabric or slats, etc. and other means and methods to accomplish these requirements. The perimeter construction fence may require rearranging for construction duration to accommodate Campus functions or access to adjacent work.

a. **Traffic:**

i. Extreme caution must be practiced when driving on the premises. When driving construction equipment or making deliveries during school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during class period changes or other times when crowds are present. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

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

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

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

b. **All of the above shall be observed and complied with by the Contractor and all workers on the Site.** Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the
6. **Site Utilization.** Contractor is responsible for conforming to, and containing their activities within the confines of the project area as defined on the drawings and as approved by the District. A Work Plan shall be submitted showing at least the area of work, durations, utilities affected, way finding signage, safety facilities, fencing and access. The Work Plan shall be submitted by the Contractor and approved by the District prior to the start of work in any project area as defined in the drawings.

7. **Contractors working adjacent to project.** There may be other contractors working adjacent to this project. Contractor must coordinate work with these contractors for utility connections, access to work, and other items as set forth in Article 9 of the General Conditions.

8. **Rain Days.** For purposes of Article 6.4.1 of the General Conditions, zero (0) Rain Days (days of actual precipitation of 0.10 inch or greater based on NOAA climatological data for San Jose, California last revised in April 16, 2012 are expected during the Contract Time. The Contractor's Construction Schedules prepared pursuant to Article 6 of the General Conditions shall incorporate the number of expected Rain Days set forth above and there shall be no adjustments to the Contract Time on account of unusually severe weather conditions resulting from rainfall until the actual number of Rain Days exceed those set forth above.

9. **Owner-Furnished, Owner-Installed (OFOI) Items.** The following items will be OFOI: None

10. **Owner-Furnished, Contractor-Installed (OFCl) Items.** The following items will be OFOI: None

11. **Existing Campus Utility Connections.** Contractor shall maintain all services (Electrical, Fire Alarm, HVAC hot/cold water, Voice/Data, Domestic water, etc.) to all adjacent buildings at all times during Construction. All utility interruptions must be scheduled with the Program Manager and Campus Representatives at least **72 hours** in advance. Refer also to Section 01 51 10 of the Contract Documents.

   Shift work and/or overtime work may be required for abatement, tie-ins and shutdowns for trade work. Contractor shall provide all necessary manpower and supervision required to accommodate shift work and/or overtime, in order to minimize disruption to daily operations. No adjustment to contract sum will be granted for overtime or shift work. It shall be understood and agreed that all costs associated with such work for this Project will have already been included in the fixed Contract Price.

12. **Submittals and Material Delivery Schedule.** Contractor shall submit to Program Manager a schedule indicating lead times and required delivery dates for all major components under this scope of work within **30 calendar days** after award of Contract.

13. **Storm Water Pollution Prevention.** There will be a “Zero Tolerance” for unregulated use of storm drains. Do not dump, spill, empty, or wash anything into a storm drain under any circumstances. This restriction includes all wash waters from tools, vehicles or equipment.

14. **Noise.** Construction noise shall not be present before 7:30 a.m. or after 6:00pm. Delivery trucks should not be on campus and idling motors waiting to make deliveries prior to 7:30 a.m.
15. **Hazardous Materials.** Hazardous materials abatement work must be done by a properly licensed and certified contractor.

16. **EIR Compliance.** The Environmental Impact Report and its associated Mitigation Monitoring and Reporting Program (MMRP) prepared for San Jose / Evergreen Community College District Projects shall apply to this project. The Report and the Mitigation Measures are available at the Program Manager’s office for review.

17. **Or Equal.** In circumstances throughout the technical specifications and drawings where the information regarding the request to substitute a specified item for an “or equal” may conflict with Document 00 21 13 - Instruction for Bidders, Item 23 - Substitution of Specified Items, the latter shall prevail. In circumstances throughout the technical specifications and drawings where only one brand or model is listed, and such item is not designated as a District Standard, the term “or equal” shall apply.

18. **District Standards.** Pursuant to Public Contract Code 3400(b) and General Conditions Article 3.8.2, the District is in the process of standardizing some building components and systems, including but not limited to the list below, throughout the San Jose / Evergreen Community College District or specific to each of the two campuses, in order to match other products in use on a particular public improvement either completed or in the course of completion:

<table>
<thead>
<tr>
<th>Lighting and Electrical Standards</th>
<th>Included in the Project Manual, volume 2., Technical Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

19. **Special Care.** During demolition and construction designated areas must be given special care to ensure the equipment is not damaged. Any “protective cover” must be approved by the Program Manager and Campus Representatives before hand and any disconnections, etc. must be coordinated 72 hours in advance, no exceptions.

20. **Markups on Changes to the Work:** In the event of Changes to the Work, pursuant to Article 8 of the General Conditions, the mark-up for all overhead, General Conditions costs and profit, for added scope and reductions in scope are defined in Section 01 26 00.

21. **General Conditions Article 6.3.1 - Submittal of Preliminary Construction Schedule.** Add the following sentence to this Article: “Submit all construction schedules in both printed and electronic format, with scheduling logic available for review by the District.”

22. **Construction Careers Program Agreement.** In order to be responsive, all prime contractors submitting bid proposals on this project must submit the Construction Careers Agreement’s Appendix A – ”Agreement to be Bound” and Appendix B – Construction Technology Program “Agreement of Contractors” with their Bid Proposals. Furthermore, the District requires that the apparent low bidder and the apparent second lowest bidder submit the signed “Agreement To Be Bound” and “Agreement of Contractors” for each company on their Subcontractor’s list to the District within three (3) business days after bids are publicly opened. Copies of the executed agreements must be submitted via email to Cindy Giesing – SJECCD/Purchasing at: cynthia.giesing@sjeccd.edu.

Note: All tiers of Subcontractors, whether required to be listed by statute or not, shall execute both Appendix A – “Agreement to be Bound” and Appendix B - Construction Technology Program.
– “Agreement of Contractors” of the Construction Careers Agreement, as well as the “Contractor Work-Assignment Form” included at the end of this Section, prior to the beginning of any work.

23. Employment of Students. N/A
DOCUMENT 00 89 00
GUARANTEE FORM

___________________       ("Contractor") hereby agrees that the
      ("Work" of Contractor) which Contractor
has installed for the San José/Evergreen Community College District ("District") for the following project:

PROJECT: District Office Security System

("Project" or "Contract") has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of ______________ year(s) or per any other stipulated period listed in individual specification sections of the contract documents, from either the date of completion as defined in Public Contract Code section 7107, subdivision (c), or the date which the Contractor last touched it, whichever is later, ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is ______________ .

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

Date: ________________________________

Proper Name of Contractor: __________________________________________

Signature: _________________________________________________________

Print Name: ________________________________________________________

Title: _______________________________________________________________

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

NAME: _____________________________________________________________

ADDRESS: _________________________________________________________

PHONE NO.: ________________________________________________________

END OF DOCUMENT
SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

A. San Jose ` City Evergreen Community College District:

The San Jose City Evergreen Community College District is engaging in a project to improve parking lots and affected pathways at San Jose City College. All material and equipment required for asphalt lots, concrete sidewalk/curb repairs and improvements, other ancillary materials and equipment shall be provided and installed by the Contractor as defined and delineated within Volume 1 and Volume 2 of the Project Specifications, as noted on the project drawings.

Project Scope of Work:

A. The parking lot improvement locations are Parking lot E - south lot, parking area south of Bldg. 100, 200, & 300 and parking lot on east side of Bldg. 100 & 200., will undergo maintenance including asphalt sealing patch, isolated areas of repaving, striping and designated areas of concrete sidewalk/curb repairs.

B. The designated sidewalk/curb repair work will correct uneven portions of concrete sidewalks, ramps, curbs and improve overall pedestrian pathways.

C. The major scope of work will include: asphalt patching, new paving in unimproved area requiring, concrete curb and barrier repair, sealing of entire area, re-striping of entire area (new layout).

D. The contractor shall be responsible for inspecting all locations prior to bid and determining what necessary material and labor will be required to provide improvements to parking lots and concrete curb/barrier repair as shown in the construction documents.

1.6 SPECIAL CONDITIONS

A. Pre-bid site inspections shall be coordinated with Gilbane Building Company; care shall be taken to not disrupt any classes that are taking place.

B. All parking lot and concrete curb/barrier improvement work areas must be clearly and completely identified as work areas with the appropriate safety barriers, caution tape, signage and physical barrier as deemed appropriate. Bidders are required to attend a pre-bid site inspection.

C. The Santa Clara County office of education holds special education classes in temporary classrooms located on the South East side of Parking Lot ‘E’. Classes continue through-out the summer, the contractor is responsible to phase and or coordinate the work in a fashion that allows bus and ADA access for these three (3) classrooms.
D. The contractor is responsible and at contractors expense for all dust and/or debris control measures impacting immediate and adjacent work areas including i.e. (maintaining clean vehicle/pedestrian pathways, cleaning/washing District and private property as impacted by dust or debris). Open laymor style brooms shall not be used without dust control devices in place, vacuum brooms are recommended. If the owner or owner’s representative deems the sweeping operations are causing excessive dust, work shall be stopped until proper dust control measures are in place. The contractor shall be responsible for all schedule and cost impacts associated with stoppage.

Owner Provided Services:

- Access to gated parking lots and general access to designated sidewalk repair locations.
- Any available as-built drawings of existing conditions

PROJECT COORDINATION AND TESTING

- Prior to commencement of work, Contractor to meet with the Owner to survey and identify the improvement locations required by this project.
- Contractor to coordinate all improvement/repair work with the Owner and/or the Owner’s representative.
- Special inspection services shall be furnished by the owner.

1.02 CONTRACTS

A. Construct the work under a single fixed-price contract.

1.03 CONTRACTOR’S USE OF PREMISES

A. Contractor shall limit their use of the premises for work and for storage, to allow for:

1. District access
2. Work by other contractors, if required.
3. Owner occupancy of site.
4. Use by the public of site.

B. Coordinate use of premises under direction of Program Manager and Owner.

C. Assume full responsibility for the protection and safekeeping of products under this contract, stored on site.

D. Move any stored products, under contractor’s control, which interfere with operations of the Owner or separate contractor.

E. Obtain and pay for the use of additional storage or work areas needed for operations.
1.04 WORK DURING BUSINESS HOURS

A. Work under this contract will be executed in part during a regular session of the District. Contractor shall cooperate with District authorities in every way to minimize disturbance.

B. In the entrance and exit of all workers and in bringing in, storing and removal of equipment, Contractor shall cooperate with those in authority and prevent interference with functioning of the District. Observe all rules and regulations in force and avoid unnecessary dust, mud, or accumulated debris, or undue interference with the convenience, sanitation or routine of departmental activities.

C. In connecting new utilities to existing, and similar operations, Contractor shall time and coordinate such operations so that there will be no interference with District activities.

1.05 PROTECTION OF EXISTING IMPROVEMENTS

A. Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements indicated to remain in place.

B. Protect improvements on adjoining properties as well as those on the Owner’s property.

C. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking, or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within the drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.

D. Restore any improvements damaged by this work to their original condition as acceptable to the Owners or other parties or authorities having jurisdiction.

END OF SECTION
SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes administrative and procedural requirements governing the following:
   1. Lump sum allowances.

1.02 RELATED SECTIONS

A. Section 01 33 00 - Submittal Procedures

1.03 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

1.04 SUBMITTALS

A. Submit product data and shop drawings matching the treatments of existing conditions in accordance with the conditions of the contract.

1.05 USE OF ALLOWANCES

A. Allowances will be used only at the direction and/or approval of the District.

B. The Contractor shall list all allowances on the Bid Proposal and include in the Base Bid. The Contractor's costs for overhead, profit and applicable taxes shall be included in the allowance. The Contract Sum shall be adjusted by Change Order if the actual quantity required is more than or less than the quantity as specified in the Bid Proposal.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

3.01 SCHEDULE OF ALLOWANCES (NOT USED)

END OF SECTION
SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This Section specifies administrative and procedural requirements for unit prices.

B. A unit price is an amount proposed by Bidders and stated on the Bid Proposal Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the scope of work required by the Contract Documents is increased or decreased.

C. Unit prices include all necessary labor, material, overhead, profit and applicable taxes.

D. Unit prices identified in this Section are to be entered on the Bid Proposal Form.

1.02 RELATED SECTIONS

A. Section 01 21 00 - Allowances

PART 2 - PRODUCTS

A. Refer to individual Specification Sections for construction activities requiring the establishment of unit prices.

PART 3 - EXECUTION

3.01 UNIT PRICE SCHEDULE

A. Include a Schedule of Unit Prices required in Bid Form.

END OF SECTION
SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.01 SUMMARY

A. General: This Section specifies administrative, procedural, and technical requirements for Alternates.

1.02 ALTERNATES

A. Summary:

1. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Contract Documents that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

2. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work fully affected by each accepted Alternate is complete and fully integrated into Project.

3. Notification: Immediately following award of Contract, prepare and distribute to each party involved, notification of status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

4. Schedule: A Schedule of Alternates is included at the end of this Article. Specification Sections referenced in the Schedule contain requirements for Base Bid materials and methods only. Requirements necessary to achieve alternate Work are described under each Alternate.

5. Miscellaneous Work: Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of Alternate.

B. Schedule of Alternates:

<table>
<thead>
<tr>
<th>Alternate Bid</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This section specifies administrative and procedural requirements for handling and processing contract modifications.

1.02 RELATED SECTIONS

A. Section 01 29 75: Applications and Certifications for Payment.

B. Section 01 60 00: Product Requirements for administrative procedures for handling request for substitution after award of contract.

1.03 CHANGE ORDER PROPOSAL REQUESTS

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

1. Proposal requests issued by the Architect through the Program Manager are not to be considered as an instruction either to stop work in progress or to execute the proposed change.

2. Should the Owner contemplate making a change in the Work or a change in the Contract Time of Completion, the Architect will issue a “Proposal Request” through the Program Manager to the Contractor.

3. Within 10 working days of receipt of a Proposal Request, initiated by the Owner, submit a quotation of cost necessary to execute the change to the Program Manager for Owner’s review.

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

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

   c. Include labor rates with man-hours appropriate to the change.

   d. Include a line item for applicable overhead and profit and/or fees.

   e. Include a statement indicating the effect the proposed change in Work will have on the Contract Time.
1.04 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.

1.05 MINOR CHANGES IN WORK

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

1.06 CHANGE ORDER PROCEDURES

A. Upon the Owner’s approval of a Proposal Request, the Program Manager will issue a Change Order for signatures by the Owner and the Contractor. All Change Orders shall be submitted to DSA per Group I, Chapter 4, Part I, Title 24, CBD by the Architect unless otherwise noted. Change Orders will be submitted to the Board of Trustees for approval on a monthly basis.

B. Basis for Labor Wage Rates: The rates quoted in the Change Order Markup Format will be based upon the Labor Rate Worksheet submitted by the General Contractor within two weeks of Award of Contract. All Subcontractors must submit Labor Rate Worksheets when they first provide a quote for extra work. This Worksheet will provide the basis for any future change orders for which they perform work.

C. General Contractor Mark-ups on Changes to the Work: In the event of Changes to the Work, pursuant to Article 8 of the General Conditions, the General Contractor’s mark-up for all overhead, General Conditions costs and profit, shall be as follows:

- Mark-up on General Contractor’s Direct Work Only: 15%
- Mark-up on Subcontractors (all tiers) Direct Work Only: 5%

The 5% mark-up on Subcontractors is based upon their costs, not the total of their costs and their mark-up. Mark-ups upon subcontractor mark-ups are not allowed. The foregoing limitation on mark-ups shall apply regardless of the number of subcontractors, of any tier, performing any portion of such Change to the work. The contractor may add the actual bond premium fee of no greater than one percent (1%) of the actual direct costs for performance of the change.

D. Subcontractor Mark-ups on Changes to the Work: In the event of Changes to the Work, pursuant to Article 8 of the General Conditions, the Subcontractor’s mark-up for all overhead, General Conditions costs and profit, shall be as follows:

- Mark-up on Subcontractor’s Direct Work Only: 15%
- Mark-up on Lower Tier Subcontractor’s Direct Work Only: 5%

The 5% mark-up on Lower Tier Subcontractors is based upon their costs, not the total of their costs and their mark-up. Mark-ups upon subcontractor mark-ups are not allowed. The foregoing limitation on mark-ups shall apply regardless of the number of subcontractors, of any tier, performing any portion of such Change to the work.
Labor Rate Worksheet

Labor Rate Worksheet (Journeyman)

<table>
<thead>
<tr>
<th>A. Trade/Classification Group:</th>
<th>Hourly Rate (Base):</th>
<th>Taxable Gross Total</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Fringe Benefits:

1. Health/Welfare  
2. Pension  
3. Apprenticeship  
4. Other Detail

    Sub-Total Fringe Benefits:  

C. Total Rate of Base + Fringes =  

D. Labor Burdens:

<table>
<thead>
<tr>
<th></th>
<th>% Amount</th>
<th>Base</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>F.I.C.A.</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>S.U.I.</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>F.U.I.</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Workmen’s Comp</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Liability</td>
<td>0.00%</td>
<td>$</td>
</tr>
</tbody>
</table>

E. Total Hourly Rate with Fringe Benefits and Burden:  

Total  $
## Change Order Markup Format

<table>
<thead>
<tr>
<th>Description</th>
<th>Formula</th>
<th>Line</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subcontractor’s Costs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Subcontractor Materials (include itemized quantity and unit costs plus sales tax)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>B. Subcontractor Labor (include itemized hours, trades/classification, and rates)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>C. Subcontractor Equipment Rentals (include invoices or standardized rate charges for contractor-owned equipment)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>D. Sub-Total Subcontractor</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>E. Subcontractor markup on Subcontractor costs (15% of Line D)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>F. Subcontractor Total (Line D + Line E)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td><strong>General Contractor’s Costs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. GC Materials (include itemized quantity and unit costs plus sales tax)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>H. GC Labor (Include itemized hours, trades and rates)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>I. GC Equipment Rentals (Include invoices or standardized rate charges for contractor-owned equipment)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>J. Sub-Total General Contractor</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>K. General Contractor’s markup on GC work (15% of Line J)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>L. General Contractor Total (Line J + Line K)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td><strong>General Contractor Markup on Subcontractors and Bond Fees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M. Costs of all Subcontractors (attach separate sheets for multiple Subcontractors performing any portion of this change and add up all line D’s)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>N. General Contractor’s Mark-up rate on Subcontractors’ work (5% of Line M)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>O. Sub-Total (All Line F’s + Line L + Line N)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>P. All Direct Costs (all Line D’s + Line J)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>Q. Mark-Up for Bond Fees (1% of Line P)</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CHANGE PROPOSAL</strong> (Line O + Line Q)</td>
<td>$__________</td>
<td></td>
</tr>
</tbody>
</table>

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01 26 13
REQUEST FOR INFORMATION (RFI) PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This section specifies administrative and procedural requirements to be followed by Contractor upon discovery of any apparent conflicts, omissions or errors in the Contract Documents, or unforeseen condition or circumstance that is not described in the Contract Documents, or upon having any question concerning interpretation.

B. Related Requirements:
   2. Section 01 26 00: Contract Modification Procedures.

1.02 PROCEDURES

A. Notification by Contractor:
   1. Submit all requests for clarification or additional information in writing concurrently to Architect and Program Manager.
   2. Number RFIs sequentially. Follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI would be “001”. The second RFI would be “002”. The first re-submittal of RFI “002” would be “002A or 002.1”.
   3. Limit each RFI to one subject.
   4. Submit an RFI if one of the following conditions occur:
      a. Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.
      b. Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or is not reasonably inferred from the intent of the Contract Documents.
      c. Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.
   5. Submit request for interpretation, information or clarification immediately upon discovery, and within a time frame that will not delay the Contract Construction Schedule while allowing the full response time described below.
6. In all cases where a RFI is issued to request clarification of coordination issues, such as pipe and duct routing, clearances, specific locations of work shown diagrammatically, or similar items, Contractor shall fully lay out a suggested solution using drawings or sketches drawn to scale, and submit same with the RFI. RFIs that do not include suggested solution will be returned without action.

7. Contractor shall not:
   
a. Submit an RFI as a request for substitution.

b. Submit an RFI as a Submittal.

c. Submit an RFI under the pretense of a Contract Documents discrepancy or omission without thorough review of the Contract Documents.

d. Submit an RFI with the assumption that specific portions of the Contract Documents are excluded or by taking an isolated portion of the Contract Documents in part rather than as the whole.

e. Submit an RFI without allowing a reasonable period of time for the Architect to review, evaluate, and respond to the request without affecting the completion of the Work within the Contract Time, or without proper coordination and scheduling of Work of related trades.

8. If Contractor submits an RFI contrary to the conditions and limitations described in the General Conditions and listed above, the cost of review by District, Program Manager, Architect, and Architect's Consultants will be paid by the District with reimbursement from Contractor by deductive change order.

B. Response Time:

1. The Architect, whose decision will be final and conclusive if consistent with the intent of the Contract Documents, will resolve such questions and issue instructions to the Contractor within a reasonable time. In most cases, RFIs will receive a response within 10 working days. If in the opinion of the Program Manager and Architect, more than 10 working days is required to prepare a response to an RFI, the Contractor will be notified of the additional time required.

2. If Contractor proceeds with the Work affected before receipt of a response from the Architect within the response time described above, any portion of the Work which is not done in accordance with Architect's interpretations, clarifications, instructions, or decisions is subject to removal or replacement, and Contractor shall be responsible for all resultant losses.

C. Volume of RFIs: The Contractor shall provide adequate staff and support to process RFIs in an amount commensurate with a project of this size and complexity.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01 29 75
APPLICATIONS AND CERTIFICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This Section specifies administrative requirements governing the Contractor’s Application for Payment.

B. Submit Applications for Payment to Program Manager in accordance with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor.

C. Related Requirements in Other Parts of the Project Manual:
   2. Progress Payments, Retainage and Final Payment: Conditions of the Contract.
   3. Closeout Procedures: Section 01 77 00.

1.02 FORMAT AND DATA REQUESTED

A. Format and Content: Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents, to establish the Schedule of Values. For multi-phase projects, break the Schedule of Values into separate sections for each phase to allow independent tracking of each phase’s progress. In multi building projects, break the Schedule of Values into separate sections for each building to allow independent tracking of each building’s progress.

B. Submit itemized applications typed on AIA Document G702, Application and Certificate for Payment, and continuation sheets G703.

C. Provide itemized data on continuation sheet:
   1. Format, schedules, line items and values: Those of the Schedule of Values accepted by Program Manager.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:
   1. Fill in required information, including that for Change Orders executed prior to the date of submittal of application.
   2. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets.
   3. Execute certification with the signature of a responsible officer of the Contract form.
B. Continuation Sheets:

1. Fill out a total list of all scheduled components of work, with item number and the scheduled dollar value for each item.

2. Fill in the dollar value in each column for each scheduled line item when work has been performed or products stored.

3. List each Change Order executed prior to the date of submission, at the end of the continuation sheets.
   a. List by Change Order Number, and description, as for an original component item of work.

C. Reference General Conditions for required attachments to be included with Payment Applications.

D. Submit Conditional Waivers and Release of Liens for Payments in current application and Unconditional Waiver and Release of Liens for the previous payment (including waivers from each Subcontractor who has performed work in the respective application periods) in accordance with paragraph 7.3.2 of the General Conditions.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When the Owner, Program Manager or Architect requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:

1. Project.

2. Application number and date.

3. Detailed list of enclosures. Provide copies of the subcontracts or other data acceptable to the Owner in order to substantiate costs.

4. For stored products:
   a. Item number and identification as shown on application.
   b. Description of specific material.
   c. If materials are stored off site, the Contractor shall comply with paragraph 7.3.6.3 of the General Conditions and submit Schedule “A” for stored materials with the Application for Payment.

B. Submit one copy of data and cover letter for each copy of application.

1.05 APPLICATION FOR PAYMENT AT A SUBSTANTIAL COMPLETION

A. Following issuance of Certificate of Submittal of Completion, submit an Application for Payment; this application shall reflect any Certificates or Partial Completion issued previously for Owner occupancy of designated portions of the Work.
B. Administrative actions and submittals that shall precede or coincide with this application include:

- Record Drawings (Draft)
- Occupancy Permits and similar approvals
- Warranties (guarantees) and maintenance agreements
- Test / Adjust / Balance records
- Maintenance Instructions
- Meter Readings
- Start-up Performance Reports
- Change-over information related to Owner’s occupancy, use, Operation and Maintenance
- Final Cleaning
- Application of reduction of retainage, and consent of surety
- Advice on shifting insurance coverages
- List of incomplete work, recognized as exceptions to Architect’s Certificate of Substantial Completion

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Fill in application form as specified for progress payments.

B. Use continuation sheet for presenting the final statement of accounting.

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

- Record Drawings (Final)
- Completion of Project closeout requirements
- Completion of items specified for completion after Substantial Completion
- Assurance that unsettled claims will be settled
- Assurance that Work not complete and accepted will be completed without undue delay
- Transmittal of required Project construction records to Owner
- Certified property survey
- Proof that taxes, fees, and similar obligations have been paid
- Removal of temporary facilities and services
- Removal of surplus materials, rubbish and similar elements
- Change of door locks to Owner’s Access

D. Reference General Conditions for the approval procedure of final payment.

1.07 SUBMITTAL PROCEDURE

A. Submit Applications for Payment to Program Manager at time stipulated in the Agreement.

B. Number: Three (3) copies of each application.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

   A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:

      1. Pre-Construction Conference.
      2. Progress Meetings.
      3. Pre-Installation Conferences.

1.02 PRE-CONSTRUCTION CONFERENCE – Program Manager’s Responsibilities

   A. Schedule at a time convenient to all parties but no later than 15 days after the execution of the agreement and prior to the commencement of construction activities.

   B. Location: At the Program Manager’s office or other central site, convenient for all parties, as designated by the Program Manager.

   C. Attendees

      1. Owner’s representative.
      2. Program Manager.
      3. Architect and Architect’s professional consultants.
      4. Contractor and Contractor’s Superintendent.
      5. Major subcontractors.
      6. Major manufacturers and suppliers (if applicable).
      7. Others as appropriate.
      8. Other administrative items as appropriate.

1.03 PROGRESS MEETINGS – Program Manager’s Responsibilities

   A. Program Manager shall conduct progress meetings at dates and times scheduled at pre-construction meeting unless changes are agreed to by all parties and appropriate notification of such changes has been given.

   B. Conduct meetings weekly or as required by the progress of the work.

   C. Location of Meetings: Program Manager’s project field office or as determined by all parties.
D. Attendees:

1. Contractor’s Superintendent.

2. Architect and Architect’s professional consultants as needed.

3. Subcontractors as appropriate to the agenda.

4. Suppliers as appropriate to the agenda.

5. Owner’s Representative.

6. Program Manager.

7. Others as appropriate.

1.04 PRE-INSTALLATION CONFERENCES – Contractor’s Responsibilities

A. Conduct pre-installation conference at the project site before each construction activity requiring coordination with other construction.

B. Conduct pre-installation conference at the project site before each construction activity required by specifications to have a pre-installation conference.

C. Attendees: Contractor’s superintendent, the Installer and representatives of manufactures 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.

D. Advise the Architect and Program Manager of scheduled meeting dates at least 72 hours in advance.

E. Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for:

- Contract Documents
- Options
- Related Change Orders
- Purchases
- Deliveries
- Shop Drawings, Product Data and quality control Samples
- Possible Conflicts
- Compatibility Conflicts
- Time Schedules
- Weather Limitations
- Manufacturer’s Recommendations
- Warranty Requirements
- Compatibility of Materials
- Acceptability of Substrates
- Temporary Facilities
- Space and Access Limitations
- Governing Regulations
- Safety
- Inspection and Testing Requirements
- Required Performance Results
Recording Requirements
Protection

F. Revise construction schedule after each conference where revisions to the schedule have been made, recognized and agreed to.

G. Record significant discussions and agreements and disagreements of each conference, along with approved schedule. Distribute minutes of meeting to everyone concerned, including Owner and Architect.

H. Do not proceed with installation if conference cannot be successfully concluded. Initiate necessary actions to resolve impediments to performance of Work and reconvene conference at earliest feasible date.

1.05 MEP COORDINATION MEETINGS

A. To be held by the Contractor as necessary to maintain work flow and adherence to contractor’s schedule.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01 32 00
PROJECT CONSTRUCTION SCHEDULE

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section is in addition to the Contract General Conditions Article 6 and Special Conditions, if applicable.

B. Contractor shall develop a network plan and schedule for the project demonstrating complete fulfillment of all contract requirements and shall keep the network plans up to date in accordance with the requirements of this section. Contractor shall employ the Critical Path Method (CPM) in developing the plan and schedule, and in the planning, coordinating, performing and reporting the work under this contract, including all activities of Subcontractors, equipment vendors, suppliers, and any Owner functions that impact the Work. It is explicitly understood that the schedule will be employed by, and is vital to, the Program Manager in monitoring the progress of the Work and administering this Contract.

C. The CPM schedule shall be prepared using Primavera Project Planner version 6.1, Primavera SureTrak version 3.0, Microsoft Project 2007 or newer or equal. Equivalency of a proposed substitute CPM program shall be determined by the Program Manager at his/her sole discretion upon the application of the Contractor. Regardless of which scheduling software is used it must have a the capability of a definitive “Data Date” that will illustrate impacts to individual activities and the overall project where the activities’ progress is not progressing as originally planned or they have not started as planned. If a later version of either Primavera product is used in the development of the schedule it is the responsibility of the contractor to assure that it is readable in Primavera version 6.1.

D. The principles and definition of CPM in terms used herein shall be as follows:

1. CPM network is a graphic description of the construction plan, showing the sequential steps needed to reach the completion of the Work. It shall depict events and tasks, and their interrelationships, and shall recognize the progress that must be made in one task before subsequent tasks can begin. The CPM network shall be comprehensive and shall include all interdependencies and interactions required to perform the Work of the Project. The only activity in the schedule that will not have a predecessor is the Project Start or Notice to Proceed milestone. The only activity in the schedule that will not have a successor is the Project Completion milestone. All other activities in the schedule shall have predecessor and successor logic ties.

1.02 SUBMITTALS

A. Within ten (10) calendar days following receipt of Notice to Proceed and prior to engaging a scheduling consultant or commencing performance of the work specified in this Section with its own forces, submit to the Program Manager:

1. The name and the address of the proposed scheduling consultant.
2. Information sufficient to show that the proposed scheduling consultant or Contractor’s own organization has scheduling support staff and computer facilities meeting the requirements herein.
3. A list of prior projects, with Owner telephone contact numbers for which the proposed scheduling consultant or Contractor’s own organization, or staff thereof, has performed services similar to those required for this Contract.
4. The acceptability of the proposed scheduler will be at the sole discretion of the Program Manager.

B. Submit a Draft Preliminary Construction Schedule as required by Article 1.06 – Contract Deliverables.

C. Submit a Preliminary Construction Schedule as required by Article 1.06 – Contract Deliverables.

D. Submit Updated Schedules as required by as required by Article 1.06 – Contract Deliverables.

E. Submit Final As-Built Schedule before request for final payment.

F. Submit three (3) color plots on “E” size sheets (approximately 34” x 44”) of each required schedule and three (3) copies of all required reports. Contractor shall also submit a copy of the computer data disks used to produce hard copy submittals. The computer data disks shall contain the schedule computer files in Primavera version 6.1 compatible format. A PDF file format is not considered an electronic copy of the schedule submittal.

1.03 ACCEPTANCE

A. Program Manager shall have the right to accept or reject both the proposed schedules. Contractor shall re-propose qualified alternate schedules at no additional cost to the Owner within seven (7) calendar days thereafter and until such time as Program Manager’s approval is received.

B. Acceptance of the Contractor’s Preliminary Construction Schedule will be a condition precedent to the making of any progress payment for work performed beyond ninety (90) days from receipt of the Notice to Proceed.

C. The required schedules and reports shall be prepared and submitted for review and approval in accordance with the General Conditions, Special Conditions and this Section.

D. The monthly updating of the Approved Construction Schedule and reports shall be an integral part and basic element of the estimate upon which progress payments will be made. Submittal, review and approval by Program Manager of these items shall be a condition precedent to the making of progress payments. If, in the judgment of Program Manager, Contractor fails or refuses to provide a complete Updated Approved Construction Schedule or reports, as specified, the Contractor will be deemed to have not provided the required estimate upon which progress payments may be made. If the Contractor fails to comply or is late in compliance with this requirement, and the Owner finds it to be in their best interest to process the monthly payment, an amount not exceeding $10,000 shall be retained from any monthly progress payment until compliance is effected. Owner shall deduct the withheld amount from the contract amount if delinquent for each additional month.

E. In the event the Contractor submits a viable, contractually compliant construction schedule which indicates project completion at a date earlier than the contractually provided contract duration, the acceptance of such a schedule will not change the contract time. In such an event, a schedule activity entitled “project float”, of a duration equal to the difference between the proposed construction duration and the contract duration, will be added to the schedule. All project float is a project resource for the Contractor and the Owner, and is not for the exclusive use of either party.
1.04 CONSTRUCTION ANALYSIS

A. Contractor shall coordinate with Program Manager to produce the following minimum information with all schedules:

1. Activity identification;
2. Activity description;
3. Status date and original/remaining duration;
4. Activity percentage complete;
5. Activity duration;
6. Early start/finish and late start/finish;
7. Total float;
8. The predecessor and successor activities for each individual activity;
9. A comparison between the current update and the baseline schedule;
10. Designation of the planned work day/work week for each activity;
11. A near-critical item list of activities with ten (10) working days or less total float;
12. Scheduled and actual manpower loading for each activity; and
13. Scheduled and actual progress payment for each activity.

1.05 QUALITY ASSURANCE

A. To assist in the preparation and for the production of the required submittal of the Schedules and Reports outlined in this Section, Contractor shall engage, at his own expense, a CPM consultant having the following qualifications, except that Contractor may perform these services with its own organization if Contractor itself has such qualifications:

1. Have a staff of two (2) or more employees regularly engaged and skilled in the application of computerized CPM scheduling methods on similar or larger size construction projects.
2. Possess or have access to computer programs for preparation and production of schedules and reports.
3. Have computer facilities or access on short notice to computer facilities with the capability of delivering a CPM plot and readout within 48-hours, and;
4. Scheduling Software

   a. Contractor shall utilize a Windows-based computer software program compatible with Primavera Project Planner version 6.1 or Primavera SureTrak version 3.0, Microsoft Project 2007 or newer or equal.
   b. Use of Scheduling Software other than Primavera Project Planner version 6.1, or Primavera SureTrak version 3.0, or Microsoft Project 2007.

   1. If the Contractor requests and receives authorization from the Program Manager to utilize scheduling software other than that indicated above, the Contractor will still be obligated to provide the schedules to the Program Manager in Primavera Project Planner version 6.1.
   2. Any conversions of schedule files that may be required to accommodate the Primavera Project Planner version 6.1 will be performed by the Contractor at no cost to the Owner.
   3. In the event that there is a difference between the schedule as developed in the software utilized by the Contractor and the schedule as converted to and used by the Primavera products, the schedule that is used in the Primavera product shall have primacy.
1.06 CONTRACT DELIVERABLES

A. Draft Preliminary Construction Schedule:

1. Submission:

   a. Submit a Draft Preliminary Construction Schedule to Program Manager no later than the date of the project pre-construction conference as scheduled by the Program Manager. The Draft Preliminary Construction Schedule shall include all activities that are required or anticipated to be complete within the first 90-calendar days of the project. The Draft Preliminary Construction Schedule shall also contain a summarization of the remaining activities formatting the remaining work areas, overall contract duration, milestones, etc. for the remainder of the project.

   b. Any revisions deemed necessary by Program Manager as a result of its review (14 calendar days) shall be incorporated into the Contractor’s Draft Preliminary Construction Schedule and re-submitted to Program Manager for review within ten (10) calendar days after Contractor’s receipt of the Draft Preliminary Construction Schedule from Program Manager.

2. Form:

   a. Prepare the Draft Preliminary Construction Schedule as a time-scaled CPM network showing continuous flow from left to right. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each work activity in sufficient detail to demonstrate preliminary planning for the Work and to represent a practical plan to complete the Work within the Contract Time. The Draft Preliminary Construction Schedule shall also be submitted to the Program Manager in electronic format.

3. The Draft Preliminary Construction Schedule shall include but not be limited to:

   a. A legend of scheduled activities.
   b. Scheduled work activities that clearly indicate the scope of work to be completed.
   c. Major milestones, which are critical to the completion of the work, including but not limited to the following: NTP date; mobilization; coordination review and detailing activities; contractor quality control review activities; substantial completion and contract completion.
   d. Major work activity categories to be included in the Preliminary Contract Schedule.
   e. Submittals Section, containing submission, review, procurement and delivery of all project materials. All contractually required submittals shall be incorporated into the schedule as individual activities.
   f. OFCI/OFOI items.
   g. Start up, Testing, Inspections and Commissioning.
   h. Punch list formulation Owner’s, etc. and correction.
   i. Contractor closeout documentation and training.
   j. Contractor punch list corrective work.
   k. Demobilization and project completion.
   m. Inclement weather days.
n. A plot with a clearly highlighted critical path.

o. Calendar designations identifying all holidays and non-working days.

p. This Draft Preliminary Construction Schedule shall be formatted to accept manpower, resource and cost loading (i.e., resource dictionaries and cost codes, etc.) when fully developed. The cost loading shall be derived from the Cost Breakdown submitted by the Contractor. Once an Approved Construction Schedule has been accepted, the costs reflected therein will be the official Cost Breakdown for the project and utilized for payment application.

q. The Draft Preliminary Construction Schedule shall contain an activity code structure sufficient to allow future sorting/grouping by responsibility or subcontractor, area/location, CSI division, SOV identification, Milestones and a code entitled “Update” that will identify the schedule submission when specific activities were added to the network (new activities, Change Orders, FI’s, etc.).

r. Should the Contractor develop the schedule in any version of a Primavera product newer than Primavera Project Planner version 6.1 or SureTrak version 3.0 the schedule will be developed utilizing the “Project Level” coding not the “Enterprise” or “Global” Level. It is the Contractor’s sole responsibility to insure that all coding included in the schedule on their computer(s) is transferred and readable by the Owner in the electronic format.

B. Preliminary Construction Schedule:

1. Submit to Program Manager for review and approval a Preliminary Construction Schedule no later than fifteen (15) calendar days after Notice to Proceed, but in such time to allow for review and approval sixty (60) days from the Notice to Proceed. The Preliminary Construction Schedule shall be a computerized detailed task level CPM diagram in precedence diagramming method (PDM) format. A clear delineation of construction activities shall be shown on the Preliminary Contract Schedule. Failure to submit this Preliminary Construction Schedule within the time frame indicated herein will result in the assessment of Liquidated Damages if so stated in the Special Conditions.

   a. Contractor and requested subcontractors shall participate in a review of the proposed Preliminary Construction Schedule by Program Manager when requested to do so. Any revisions deemed necessary by Program Manager as a result of this joint review shall be re-submitted within ten (10) days after said meeting.

2. All activities in the Preliminary Construction Schedule shall have sufficient code structure to enable a sort by activity code, or "rollup" of the activities in the form of a Summary Schedule. The code structure will allow sufficient sorting capabilities to group by: responsibility (by subcontractor), location (building, floor, area, etc.), type (submittal, approval, change, etc), milestones, CSI division, etc.

3. The work activities comprising the Preliminary Construction Schedule shall be of sufficient detail to ensure adequate planning and execution of the Work and such that the schedules provide an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as a singular task that requires time and resources (manpower, equipment, and/or material) to complete in a continuous operation (excepting submittal activities, review/approval activities, and fabrication and procurement activities). No activity shall be less than one (1) nor more than fifteen (15) days in duration for any on-site operation. All holidays and non-working days shall be identified by way of calendar designations.
4. Failure by Contractor to include any element of the work required for the performance of this Contract and completion of the Project, including all submittals, shall not excuse Contractor from completing all work required within the time for completion, notwithstanding Program Manager's acceptance of the Preliminary Construction Schedule.

5. No more than 30% of the total number of activities shown on the schedule shall be critical or near critical. Near critical is defined as float less than ten (10) days.

6. The schedule shall indicate the sequence and interdependency of all work activities. All activities shall be linked by finish-to-start (FS) relationships only. No other type of relationships shall be permitted (including, but not limited to: start-to-start, finish-to-finish, and start-to-finish relationships) without the prior written permission of the Program Manager. Constraints in the schedule shall be limited to those called for in the contract. Any requested additional constraints on activities shall be kept to a minimum and subject to the written permission of the Program Manager. Lags will not be used without the prior written permission of the Owner. In no case will positive lags be permitted in Finish-to-Start relationships. Project Milestones shall also be limited to those specifically called for in the contract. Unless otherwise called for in the Special Conditions, there shall be only two milestones; one for the Notice to Proceed and one for Project Completion.

7. Submit a combined three (3) week Look-Ahead Schedule with a one (1) week As-Built Schedule for the previous week to Program Manager for review and approval at each progress meeting. The Contractor shall status the schedule on a weekly basis. This Look-Ahead Schedule shall be derived from the weekly statusing. The cumulative status of the Look-Ahead schedules shall be the basis for the monthly updated submittal. If the superintendent's and revised Approved Construction schedule's logic deviate significantly, a reconciliation of the two schedules shall be required.

8. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion date of the Work. All other Work activities are defined as non-critical Work activities and are considered to have float.

9. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of milestones or the scheduled completion date of the Work, or both. Float time is not for the exclusive use or benefit of either Owner or Contractor. Neither Contractor nor Owner shall have an exclusive right to the use of float. Document the effect on the updated Contract Schedule whenever float has been used.

10. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume the float associated with that non-critical Work activity and cause the Work activity to become critical.

11. The Contractor shall not sequester float through strategies including extending activity duration estimates to consume available float, using preferential logic, using extensive or insufficient crew/resource loading, use of float suppression techniques like Zero Total Float constraints, special lead/lag logic restraints or imposed dates. Use of float time disclosed or implied by the use of alternate float suppression techniques shall be shared to the benefit of both Owner and Contractor.

12. Include a critical path activity titled “Rain Days” on the Preliminary Contract Schedule. This activity shall have the duration stated in the Special Conditions. It shall be the last activity in the schedule prior to the activity titled “Contract Completion”. All predecessor activities must pass through the Rain Days activity. Apply to the Program Manager to use a Rain Day when a critical path activity has
been delayed because of inclement weather. This application must occur in the same month as the Rain Day delay, and must be approved by the Program Manager. The Remaining Rain Days activity shall not be statused with an actual start or finish date, or percentage of completion. Rather, it is a graphical accounting tool where the original duration shall be reduced by the agreed-upon weather impact. Rain Day delays to non-critical activities will not be considered. If, at completion of the Work or a Project Milestone, there are Rain Days still remaining, the Completion date shall not be adjusted. If, at completion, additional Rain Days are required, the Owner will adjust the completion date accordingly. Any time extension granted the contractor due to Rain Day delays shall be in the form of non-compensable days.

13. Once approved by Program Manager, Contractor's Preliminary Construction Schedule shall be known as the Approved Construction Schedule and shall be used by Contractor for executing the Work of the Contract, including planning, organizing and directing the Work, and reporting its progress until subsequently revised. No unilateral changes shall be made to the Approved Construction Schedule without the prior approval and consent of the Owner, excepting only the reporting of Actual Start, Actual Finish, and Activity Progress.

C. Approved Construction Schedule Updating and Progress Payments:

1. The Approved Construction Schedule shall be updated on a monthly basis (or at lesser intervals if deemed necessary by the Program Manager without additional cost to Owner for reasons such as work activities being thirty (30) days or more behind schedule) for the purpose of recording and monitoring the progress of the work. Meet with Program Manager each month to review actual progress made to date, activities started and completed to date, and the percentage of work completed to date on each activity started but not completed. Upon completion of the joint review, prepare an Updated Approved Construction Schedule (Updated Schedule) and submit it to Program Manager.

2. The Updated Schedule shall incorporate all changes mutually agreed upon by Contractor and Program Manager during preceding periodic reviews and all changes resulting from approved Change Orders and Field Orders. Unless agreed upon in advance, updates to the Updated 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 the Contractor shall, within five (5) days of the District's rejection of such update, submit an Updated Approved Construction Schedule which does not incorporate any such revisions.

3. Once each month, prior to submission of the payment application, submit to the Program Manager a report generated from the approved schedule that reflects the percent of completion by activity. The Contractor and the Program Manager shall walk the project to verify the percentage of completion of each activity. Once the percent of completion of each activity is agreed upon the Contractor shall incorporate this data into the schedule update and these percentages shall be the basis for development of that month's payment application. The contractor shall not separate the percentage of completion from the remaining durations in the calculation of the schedule.

4. The schedule calculation setting for the monthly updates shall be “Retained Logic”. The “Progress Override” setting may only be utilized to identify the differential in the calculated finish date due to “Out of Sequence Progress”. Some Out of Sequence Progress will occur on all projects. However, if it becomes excessive it has a detrimental effect on the schedules forecast of completion and the contractor's near term work plan. It can also develop a situation where there are two different critical
paths. Should the differential in the project completion exceed 10 days utilizing the Retained Logic setting vs. the Progress Override setting, the successor logic of the Out of Sequence activities shall be revised to eliminate the differential. In addition, the Retained Logic setting is the setting that will be used for the adjudication of any time extension requests or delay claims.

5. Acceptance of the Updated Schedule will be a condition precedent to the making of any progress payments for work performed. The monthly updated schedule is required to process application for payment; failure to update the schedule is justification for the Owner to withhold payment.

6. It is explicitly understood that the Updated Schedules are vital to the Owner in managing, monitoring, and administrating the Project. Delays in submitting the schedule updates will have a detrimental effect on the Owner’s ability to perform its responsibilities under the contract.

E. Reports:

1. The Preliminary Construction Schedule submittal shall include the following:

   A. Detailed Gantt Bar Chart; progress bar chart shall include target or baseline comparison bars. Bar positions shall be early start / early finish with float clearly defined.

   B. Computer Generated Reports

      1. A tabular report of all activities grouped by Area (i.e. Milestones, Procurement, Construction) and sorted by early start then total float then early finish. For each activity the following information shall be indicated:

         a. Activity ID
         b. Activity Description
         c. Original Duration
         d. Remaining Duration
         e. Percent Complete
         f. Total Float
         g. Early/Late Starts and Finishes
         h. Responsibility

   C. Project calendar indicating all non-working periods.

   D. Activity codes dictionary which shall identify all code values and code titles used.

   E. Submittal Schedule:

      1. Within twenty-one (21) days after Notice to Proceed, prepare and submit to Program Manager for approval a comprehensive Submittal Schedule which shall be maintained in the Preliminary Contract Schedule. Identify on the Submittal Schedule all of the submittal items required by the Contract Documents governing the Work, listing shop drawings and product data or literature separately. Indicate for each submittal item on the Submittal Schedule:

         2. The date by which that item will be submitted to Program Manager.
         3. Whether the submittal is for review, substitution, or for record only.
         4. The date by which response by Program Manager is required.
5. The date by which the material or equipment must be on the Site in order not to delay the progress of the Work.

F. An electronic copy of the monthly network, either on a CD, or e-mailed in compressed format to the Program Manager.

2. Monthly schedule updates shall include the following

A. Activity Status Report

B. Proposed Revisions Report

C. Computer Data CD with Updated Schedule File

D. Narrative Report

1. The Monthly Narrative Report shall contain the following information for each monthly update:

   a. Description of overall project status
   b. Description of problem areas (referenced to pending change orders as appropriate)
   c. Current and anticipated delays not resolved by approved change order, including:

      1. Cause of the delay
      2. Corrective action and schedule adjustments to correct the delay
      3. Known or potential impact of the delay on other activities and milestones
   d. Changes in the construction sequence
   e. Pending items and status thereof, including but not limited to:

      1. Pending Change Orders
      2. Time Extension Requests
      3. Other Issues relating to Contract Time
   f. Contract Completion Date status:

      1. If ahead of schedule, the number of calendar days ahead
      2. If behind schedule, the number of calendar days behind
   g. Other project or scheduling concerns

E. Submittal of the monthly reports and schedule updates by Contractor are required regardless of the approval status of the Approved Construction Schedule or any Updated Schedule.
F. The Contractor shall not make unilateral revisions to the Updated Schedule. Should the Contractor desire to revise the schedule logic or durations he/she shall first submit the monthly Updated Schedule based upon the previous Updated Schedule with just actual start dates, actual finish dates, and/or percentages of completion. Any additional changes other than actual status data will not be allowed. Following this updating and submittal task the Contractor can then submit a copy of this update with his/her proposed changes. This proposed revised update will clearly be identified as a proposed revision in the Title, Number/Version and File Name.

1.07 ADJUSTMENT OF TIMES FOR COMPLETION

A. In addition to provisions of the General Conditions and Special Conditions, the time for completion of the work will be adjusted in accordance with these procedures.

B. Any request for an adjustment of the Contract Time for completion submitted by Contractor for changes or alleged delays shall be accompanied by a complete Time Impact Analysis, (TIA), which shall be submitted for review within fifteen (15) days after the initial request for time by Contractor. Time extensions will not be granted unless substantiated by the CPM Schedule, and then not until the CPM project float becomes zero. If Contractor fails to submit a TIA within the aforementioned time period, then the Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional contract time.

C. Each Time Impact Analysis shall provide information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. Each Time Impact Analysis shall be in form and content acceptable to the Program Manager, and shall include, but not be limited to, the following:

1. A fragmentary CPM type network (Frag net) illustrating how Contractor proposed to incorporate the change or alleged delay into the current Updated Schedule; and
2. Identification of all activities in the current Updated Schedule whose logic is proposed to be amended due to the change or alleged delay, all activities that are/will be affected by the proposed change or alleged delay, together with engineering estimates and other appropriate data justifying the proposal.

D. The Time Impact Analysis shall be determined on the basis of the date or dates when the change or changes were issued, or the date or dates when the alleged delay or delays began. The status of the construction project and Time Impact Analysis shall include event time computations for all affected activities including but not limited to work around sequencing, or recovery options to maintain the original Contract completion date.

E. Time Impact Analyses provided in order to demonstrate the time impact upon the overall project and the time for completion shall be accomplished at no additional cost to Owner.

F. If Program Manager finds, after review of the Time Impact Analysis, that Contractor is entitled to any extension of time for completion, the time for completion will be adjusted by Change Order issued by the Owner, and Contractor shall then revise the current Updated Schedule accordingly.
1.08 FINAL AS-BUILT SCHEDULE

A. As a condition precedent to final acceptance of the Project, submit a final As-Built Construction Schedule and all final reports which accurately reflect the manner in which the Project was constructed and includes actual start and completion dates for all work activities on the Baseline Schedule.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 MEETINGS

A. Interactive Scheduling Meeting(s)

1. The Contractor shall participate in one or more Interactive Scheduling Meetings with the District, Program Manager and Architect. The purpose of these meetings is to collaborate on the development of the Preliminary Construction Schedule in an interactive environment with all project stakeholders represented.

2. An Initial Interactive Scheduling Meeting will be conducted within ten (10) days of issuance of the Notice to Proceed. The Contractor shall bring a copy of the Draft Preliminary Construction Schedule to the initial meeting.

3. The Contractor’s project manager, superintendent and scheduling consultant shall attend the Interactive Schedule Meeting(s). All listed Subcontractors shall also be required to have a representative attend the Interactive Scheduling Meeting(s).

4. A Follow-up Interactive Scheduling Sessions may be conducted at the District’s discretion at or near 50% completion of the Work. The Contractor and any key Subcontractors may be required to attend these meetings.

END OF SECTION
SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This section specifies procedural requirements for non-administrative submittals including product data, shop drawings, samples and other miscellaneous work-related submittals required by the Contract Documents.

B. Refer to other Division 01 sections and other contract documents for specifications for administrative submittals. Such submittals include, but are not limited to the following items:

- Permits
- Payment applications
- Performance and payment bonds
- Insurance certificates
- Inspection and test reports
- Schedule of Values
- Progress schedule
- Listing or designation of subcontractors
- Record drawings

C. Designate in the progress schedule, or in a separate coordinated schedule, the dates for submission and the dates reviewed shop drawings, product data and samples will be needed for each product.

D. The Contractor's submittal and Architect's acceptance of Product Data, Shop Drawings or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

E. Product Data, Shop Drawing and Sample Submittals containing substitutions for specified items will be rejected and returned as not in compliance with Contract Documents.

1.02 PRODUCT DATA

A. Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:

- Manufacturer's product specifications and installation instructions
- Standard color charts
- Catalog cuts
- Roughing-in diagram and templates
- Standard wiring diagrams
Printed performance curves
Operational range diagrams
Mill reports
Standard product operating and maintenance manuals

B. Modify standard drawings to delete information which is not applicable to project.

C. Supplement standard information to provide additional information specifically applicable to project.
   1. Clearly mark each copy to identify pertinent materials, products or models.
   2. Show dimensions and clearances required.
   3. Show performance characteristics and capacities.
   4. Show wiring or piping diagrams and controls.

1.03 SHOP DRAWINGS

A. Shop drawings are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:
   - Fabrication and installation drawings
   - Setting diagrams
   - Shop work manufacturing instructions
   - Templates
   - Patterns
   - Coordination drawings (for use on-site)
   - Schedules
   - Design mix formulas
   - Contractor's engineering calculations

B. Standard information prepared without specific reference to a project is not considered to be shop drawings.

C. In addition to other required coordination shop drawings, at exterior areas with exposed ceilings, provide coordination and layout drawings indicating all items to be mounted to the ceiling or soffit structure, including but not limited to light fixtures, life safety devices, conduits, etc.

1.04 SAMPLES

A. Samples are physical examples of work, including but not limited to the following items:
   - Partial sections of manufactured or fabricated work
   - Small cuts or containers of materials
   - Complete units of repetitively used materials
   - Swatches showing color, texture and pattern
   - Color range sets
   - Units of work to be used for independent inspection and testing
B. Office Samples: Of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of product or material, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

C. Field Samples and Mock-Ups:

1. Erect at project site at location acceptable to Architect.

2. Construct each sample or mock-up complete, including work of all trades required in finished work.

3. Size or area as specified in the respective specification section.

4. Remove mock-ups at conclusion of work or when acceptable to the Architect.

1.05 VERIFIED REPORTS


1. Forms can be found at [http://www.dsa.dgs.ca.gov/Forms/default.htm](http://www.dsa.dgs.ca.gov/Forms/default.htm).

1.06 DEFERRED APPROVALS

A. Submit detailed plans, specifications and engineering calculations for all deferred approval items to the Architect.

B. Calculations and drawings of structural nature shall be prepared and signed by a Structural Engineer registered in the State of California.

C. Submit one CD and six opaque prints. If revisions are necessary, the Architect will return four opaque prints to the Contractor. Resubmit one CD and six opaque prints with all corrections. Three prints will be sent to D.S.A. by the Architect for the approval. If corrections are required by D.S.A., make the corrections and submit one CD and six opaque prints, along with D.S.A. checkset, to the Architect. After D.S.A. approval, one copy with D.S.A. approval will be returned to the Contractor.

D. Fabrication and installation of deferred approval items shall not be started until detailed plans, specifications and engineering calculations have been accepted by the Architect and the Division of the State Architect.

1.07 MISCELLANEOUS SUBMITTALS (WORK-RELATED): Including but not limited to the following types of submittals:

* Specially-prepared warranties (guarantees)
* Standard printed warranties
* Maintenance agreements
* Printed industry standards
* Collected-and-bound operating/maintenance manuals
* Keying schedule, keys and other security-protection-safety devices
1.08 CONTRACTOR RESPONSIBILITIES

A. As defined in the General Conditions.

B. Review shop drawings, product data and samples prior to submission.

C. Determine and verify:
   1. Field measurements
   2. Field construction criteria
   3. Catalog numbers and similar data
   4. Conformance with specifications

D. Coordinate each submittal with requirements of the work and of the Contract documents.

E. Notify the Architect in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.

F. Do not begin fabrication or work which requires submittals until return of submittals with Architect's approval.

1.09 SUBMISSION REQUIREMENTS

A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the work or in the work of any other contractor. Identify and provide submittals for any items which require long lead times for procurement allowing sufficient time for Architect and Owner review, as well as material procurement.

B. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

   1. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Accompany submittals with an accurately completed transmittal form provided at the Pre-Construction Meeting. Submittals not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmission.

D. Use a separate transmittal form for each specific item or class of material or equipment for which a submittal is required. Transmittal of submittals on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole.

E. Schedule submissions at least 20 working days before dates reviewed submittals will be needed. Modifications to the 20 working days may be required when an excessive number (over 50 drawings) of shop drawings are submitted at one time.
1. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

F. Number of Submittals Required: Submit the number stated in each specification section, or as follows:

   1. Shop Drawings: Submit one CD and six opaque prints. The CD will be retained by the Architect. Four opaque prints will be returned to the Contractor.

   2. Product Data: Submit seven copies of manufacturer's product data.

   3. Samples: Submit the number stated in each specification section, or, if not stated, submit three samples.


G. Accompany submittals with transmittal form provided by Architect, containing:

   1. Date

   2. Project title and number

   3. Contractor's name and address

   4. The number of each shop drawing, product data and sample submitted

   5. Notification of deviations from Contract Documents

   6. Other pertinent data

H. Submittals shall include:

   1. Date and revision dates

   2. Project title and number

   3. The names of:

      a. Architect/Engineer

      b. Contractor

      c. Subcontractor

      d. Supplier

      e. Manufacturer

      f. Separate detailer when pertinent

   4. Identification of product or material

   5. Relation to adjacent structure or materials
6. Field dimensions, clearly identified as such
7. Specification section number and paragraph
8. Applicable standards, such as ASTM number or Federal Specification
9. A blank space, 8 inch by 3 inch, for the Contractor and Architect stamps
10. Identification of deviations from Contract Documents
11. On each sheet, provide contractor’s stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
12. Submittals without Contractor's review stamp on each sheet will be returned, without action, for resubmission.

1.10 RESUBMISSION REQUIREMENTS

A. Shop Drawings:
   1. Revise initial drawings as required and resubmit as specified for initial submittal.
   2. Indicate on drawings any changes which have been made other than those requested by Architect.

B. Product Data and Samples: Submit new data and samples as required for initial submittal.

1.11 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

A. Distribute reproductions of Shop Drawings and copies of Product Data and D.S.A. approved deferred approvals (if any), which carry the Architect/Engineer stamp, with such reasonable promptness as to cause no delay in the work, but no later than three working days of the receipt, to:
   1. Job site file
   2. Record Documents file
   3. Other affected contractors
   4. Subcontractors
   5. Supplier or Fabricator
   6. Owner’s Inspector
   7. Structural Engineer (Structural Metal only)

B. Distribute samples which carry Architect's review stamp as directed by Architect.
1.12 ARCHITECT’S DUTIES

A. As defined in the General Conditions.

B. The Architect will review submittals as originally submitted, as well as the first re-submittal, at
Architect’s own cost. Architect’s cost for reviewing additional re-submittals made or required,
will be paid by Owner with reimbursement from Contractor by deductive change order.

C. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action
stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

1. Final Unrestricted Release: Where submittals are marked ”No Exception Taken”, that
part of the Work covered by the submittal may proceed provided it complies with
requirements of the Contract Documents; final acceptance will depend upon that
compliance.

2. Final-But-Restricted Release: When submittals are marked ”Make Corrections Noted,”
that part of the Work covered by the submittal may proceed provided it complies with
notations or corrections on the submittal and requirements of the Contract Documents;
final acceptance will depend on that compliance.

3. Returned for Re-submittal: When submittal is marked ”Rejected” or ”Revise and
Resubmit”, do not proceed with that part of the Work covered by the submittal, including
purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in
accordance with the notations; resubmit without delay. Repeat if necessary to obtain a
different action mark.

4. Do not permit submittals marked ”Rejected” or ”Revise and Resubmit” to be used at the
Project site, or elsewhere where Work is in progress.

D. Unsolicited Submittals: The architect will return unsolicited submittals to the sender without
action.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Conditions of the Contract.

B. Section 01 42 00: References.

1.02 REGULATORY REQUIREMENTS

A. Comply with requirements of following laws and regulations, latest adopted edition of each, as amended to date.

1. California Code of Regulations, Title 8, Industrial Safety, Chapter 4.

2. California Code of Regulations, Title 19, Public Safety, Chapter 1 State Fire Marshal.

3. California Code of Regulations (CBC), Title 24, 2010 Edition, parts as follows:

   
   
   c. Part 3, California Electrical Code (CEC).
   
   d. Part 4, California Mechanical Code (CMC).
   
   e. Part 5, California Plumbing Code (CPC).
   
   f. Part 9, California Fire Code (CFC).

4. Occupational Safety and Health Standards, Occupational Safety and Health Administration, Department of Labor.

5. Other rules and regulations specified elsewhere in these specifications.

6. National Fire Protection Association Codes, including Chapters 13, 24, and 72, 2006 and Chapters included by reference in CBC and Specification Sections.

B. If Contractor observes that drawings or specifications are at variance with specified regulatory requirements, Contractor shall promptly notify Architect in writing and changes deemed necessary by the Architect shall be adjusted as provided for change in work. If Contractor performs work which the Contractor knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without proper notice to Architect, Contractor shall bear all costs arising therefrom. Nothing in these Contract Documents is to be construed to permit work not conforming to the specified regulatory requirements.
C. Where Contract Documents state that materials, processes, or procedures must be approved by the Division of the State Architect, State Fire Marshal, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

1.03 COPIES OF REGULATIONS

A. Obtain copies of the following regulations and retain at the Project site to be available for reference by parties who have a reasonable need:


PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION
SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.01 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the contract.

B. Indicated: The term indicated refers to graphic representations, notes or schedules on Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. There is no limitation on location.

C. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by Architect, requested by Architect, and similar phrases. However, no implied meaning shall be interpreted to extend Architect's responsibility into Contractor's area of construction supervision.

D. Approved: The term approved, when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in Conditions of the Contract.

E. Or Equal And Or Approved Equal: The terms "or equal" and "or approved equal" shall mean "or equal as approved in writing by the Architect".

F. Regulations: The term regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

G. Furnish: The term furnish means supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

H. Install: The term install describes operations at Project site including the actual unloading, temporary storage, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

I. Provide: The term provide means furnish and install, complete and ready for intended use.

J. Installer: An Installer is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

K. Project Site is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.

L. Testing Laboratories: A testing laboratory is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
1.02 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 49-Division format and MASTERFORMAT section numbering system.

B. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

1. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
   a. The words “shall”, “shall be”, or “shall comply with”, depending on the context, are implied wherever a colon (:) is used within a sentence or phrase.

1.03 INDUSTRY STANDARDS

A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with the standard in effect as of date of Contract Documents.

C. Copies of Standards: Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
   1. Where copies of standards are required by individual specification sections or are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available upon request.

D. Abbreviations and Names: Trade Association names, titles of General Standards, names of Federal Government Standards and specification producing agencies are frequently abbreviated. The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Names and addresses are subject to change, and are believed, but are not ensured to be accurate and up to date as of date of contract documents:
<table>
<thead>
<tr>
<th>Reference</th>
<th>Description</th>
</tr>
</thead>
</table>
| AA        | Aluminum Association  
National Headquarters  
1525 Wilson Blvd., Suite 600; Arlington, VA 22809;  
703/358-2960 |
| AABC      | Associated Air Balance Council  
1518 K St., NW, Suite 503; Washington, DC 20005;  
202/737-0202 |
| AAMA      | American Architectural Manufacturer's Association  
1827 Walden Office Sq., Suite 550; Schaumburg, IL 60173-4268;  
847/303-5664 |
| AASHTO    | American Association of State Highway and Transportation Officials  
444 North Capital St., NW, Suite 249; Washington, DC 20001;  
202/624-5800 |
| AATCC     | American Association of Textile Chemists and Colorists  
P.O. Box 12215; One Davis Dr., Research Triangle Park, NC 27709;  
919/549-8141 |
| ACA       | American Coatings Association  
1500 Rhode Island Ave., NW; Washington, DC 20005-5597;  
202/462-6272 |
| ACI       | American Concrete Institute  
P.O. Box 9094; Farmington Hills, MI 48333-9094;  
248/848-3700 |
| ACPA      | American Concrete Pipe Association  
1303 West Walnut Hill Lane, Suite 305; Irving, TX 75038-3008;  
972/506-7216 |
| ADC       | Air Diffusion Council  
1901 N. Roselle Rd., Suite 800; Schaumburg, IL 60195;  
847/706-6750 |
| AGA       | American Gas Association  
400 North Capital St. NW Suite 450; Washington, D.C. 20001;  
202/824-7000 |
| AHA       | American Hardboard Association  
1210 W. Northwest Hwy.; Palatine, IL 60067;  
847/934-8800 |
| AI        | Asphalt Institute  
2696 Research Park Drive; Lexington, KY 40511-8480;  
859/288-4960 |
| AISC      | American Institute of Steel Construction  
One East Wacker Dr., Suite 700; Chicago, IL 60601-1802;  
312/670-2400 |
AISI    American Iron and Steel Institute
1140 Connecticut Ave., NW Suite 705; Washington, DC 20036-4700;
202/452-7100

AITC    American Institute of Timber Construction
7012 S. Revere Pkwy., Suite 140; Centennial, CO 80112;
303/792-9559

AMCA    Air Movement and Control Association
30 W. University Dr.; Arlington Heights, IL 60004;
847/394-0150

ANSI    American National Standards Institute
25 Wet 43rd St., 4th Floor; New York, NY 10036-8002;
212/642-4900

APA    APA-The Engineered Wood Association
(Formerly: American Plywood Association)
7011 S. 19th Street; Tacoma, WA 98466-5333;
253/565-6600

API    American Petroleum Institute
1220 L. St., NW; Washington, DC 20005;
202/682-8000

ARI    Air Conditioning and Refrigeration Institute
2111 Wilson Blvd., Suite 500; Arlington, VA 22201;
800/699-9277

ARMA    Asphalt Roofing Manufacturers Association
750 National Pross Building; 529 14th St., NW; Washington, D.C. 20045;
202/207-0917

ASA    Acoustical Society of America
2 Huntington Quadrangle Suite 1N01; Melville, NY 11747-4502;
516/576-2360

ASC    Adhesive and Sealant Council
7101 Wisconsin Ave., Suite 990; Bethesda, MD 20814;
301/986-9700

ASHRAE    American Society of Heating, Refrigerating and Air-Conditioning Engineers
1791 Tullie Circle NE; Atlanta, GA 30329;
404/636-8400

ASME    American Society of Mechanical Engineers
Three Park Avenue; New York, NY 10016-5990;
800/843-2763

ASPE    American Society of Plumbing Engineers
8614 Catalpa Ave., Suite 1007; Chicago, IL 60656;
847/296-0002x224
ASSE  American Society of Sanitary Engineering  
901 Canterbury, Suite A; Westlake, OH 44145;  
440/835-3040

ASTM  American Society for Testing and Materials  
100 Barr Harbor Dr.; West Conshohocken, PA 19428-2959;  
610/832-9500

ATIS  Alliance for Telecommunications Industry Solutions  
(Formerly: Exchange Carriers Standards Association)  
1200 G St., NW, Suite 500; Washington, DC 20005;  
202/628-6380

AWI  Architectural Woodwork Institute  
46179 Westlake Dr., Suite 120; Potomac Falls, VA 20165;  
571/323-3636

AWPA  American Wood-Preservers' Association  
P.O. Box 361784; Birmingham, AL 35236-1784;  
800/356-7146

AWS  American Welding Society  
550 NW LeJeone Rd.; Miami, FL 33126;  
305/443-9353 or 800/443-9353

AWWA  American Water Works Association  
6666 W. Quincy Ave.; Denver, CO 80235;  
303/794-7711

BHMA  Builders Hardware Manufacturers Association  
355 Lexington Ave., 15th Floor; New York, NY 10017-6603;  
212/297-2122

BIA  Brick Institute of America  
1850 Centennial Park Dr., Suite 301; Reston, VA 20191;  
703/620-0010

CAL-OSHA  California Department of Industrial Relations  
Department of Occupational Safety and Health  
San Jose Enforcement District Office  
100 Paseo de San Antonio #120; San Jose, CA 95113  
408/277-1266

CDA  Copper Development Association  
260 Madison Avenue, 16th Floor; New York, NY 10016-2401;  
212/251-7200

CGA  Compressed Gas Association  
4221 Walney Road 5th; Chantilly, VA 20151;  
703/788-2700
CISPI  Cast Iron Soil Pipe Institute  
1064 Delaware Avenue SE; Atlanta, GA 30316  
404/622-0073  

CLFMI  Chain Link Fence Manufacturers Institute  
10015 Old Columbia Suite B-215; Columbia, MD 21046;  
301/596-2584  

CPSC  Consumer Product Safety Commission  
4330 East West Hwy.; Bethesda, MD 20814;  
800/638-2772  

CRI  Carpet and Rug Institute  
P.O. Box 2048; Dalton, GA 30722-2048;  
706/278-3176  

CRSI  Concrete Reinforcing Steel Institute  
933 N. Plum Grove Road; Schaumburg, IL 60173-4758;  
847/517-1200  

CS  Commercial Standard (U.S. Dept. of Commerce)  
Government Printing Office; Washington, DC 20402;  
202/512-1800  
For Commercial standards, contact:  
Ms. Brenda Umberger  
CS & PS Specialist  
c/o NIST  
100 Burau Dr., Stop 2100; Gaithersburg, MD 20899-2100  
301/975-4036  

CTI  Ceramic Tile Institute of America  
12061 West Jefferson Blvd.; Culver City, CA 90230-6219;  
310/574-7800  

DHI  Door and Hardware Institute  
14150 Newbrook Drive, Suite 200; Chantilly, VA 20151-2223;  
703/222-2010  

DOC  Department of Commerce  
1401 Constitution Ave., NW; Washington, DC 20230;  
202/482-2000  

ECSA  Exchange Carriers Standards Association  
(See ATIS)  

EIA  Electronic Industries Association  
2500 Wilson Blvd., Suite 310; Arlington, VA 22201;  
703/907-7500  

EIMA  EIFS Industry Members Association  
3000 Corporate Center Dr., Suite 270; Morrow, GA 30260;  
800/294-3462
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<td>FM</td>
<td>Factory Mutual System</td>
<td>500 River Ridge Rd., P.O. Box 9102; Norwood, MA 02062-9102</td>
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<td>FS</td>
<td>Federal Specification Unit (Available from GSA)</td>
<td>470 East L’Enfalt Plaza, SW, Suite 8100; Washington, DC, 20407</td>
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<td>GA</td>
<td>Gypsum Association</td>
<td>6525 Belcrest Road, Suite 480; Hyattsville, MD 20782</td>
<td>Hyattsville, MD; 301/277-8686</td>
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<td>GANA</td>
<td>Glass Association of North America</td>
<td>2945 SW Wanamaker Drive, Suite A; Topeka, KS 66614-5321</td>
<td>Topeka, KS; 785/271-0208</td>
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<td>GSA</td>
<td>General Services Administration</td>
<td>1800 F Street NW; Washington, DC 20405</td>
<td>Washington, DC; 202/708-9100</td>
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<td>HEI</td>
<td>Heat Exchange Institute</td>
<td>c/o Thomas Associates, Inc., 1300 Sumner Avenue; Cleveland, OH 44115-2851</td>
<td>Cleveland, OH; 216/241-7333</td>
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<td>HMA</td>
<td>Hardwood Manufacturer’s Association (Formerly: Southern Hardwood Lumber Manufacturers Association)</td>
<td>665 Rodi Road, Suite 305; Pittsburg, PA 15235</td>
<td>Pittsburg, PA; 412/244-0440</td>
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<td>HPVA</td>
<td>Hardwood Plywood and Veneer Association</td>
<td>1825 Michael Farraday Dr.; Reston, VA 20190</td>
<td>Reston, VA; 703/435-2900</td>
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<td>ICEA</td>
<td>Insulated Cable Engineers Association Inc.</td>
<td>P.O. Box 1568; Carrollton, GA 30112</td>
<td>Carrollton, GA; 770/830-0369</td>
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<td>IEC</td>
<td>International Electrotechnical Commission (Available from ANSI), 25 West 43rd Street 4th Floor; New York, NY 10036-8002</td>
<td>New York, NY; 212/642-4900</td>
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<td>IESNA</td>
<td>Illuminating Engineering Society of North American</td>
<td>120 Wall St., 17th Floor; New York, NY 10005-4001</td>
<td>New York, NY; 212/248-5000</td>
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<td>IGCC</td>
<td>Insulating Glass Certification Council (Now part of ITS)</td>
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IGMA  Insulating Glass Manufacturer’s Alliance  
1500 Bank St., Suite 300; Ottawa, ON K1H 1B8;  
613/233-1510

ILI  Indiana Limestone Institute of America  
400 Stone City Bank Building; Bedford, IN 47421;  
812/275-4426

IRI  Industrial Risk Insurers  
85 Woodland St.; Hartford, CT 06102-5010;  
800/582-9889

ISA  ISA - International Society for Measurement  
67 Alexander Dr.; Research Triangle Park, NC 27709;  
919/549-8411

ITS  Intertek Testing Services  
(Formerly: Inchcape Testing Services)  
3933 US Route 11; Cortland, NY 13045-7902;  
607/753-6711

MBMA  Metal Building Manufacturer’s Association  
c/o Thomas Assoc., Inc., 1300 Sumner Ave.; Cleveland, OH 44115;  
216/241-7333

MFMA  Maple Flooring Manufacturer’s Association  
111 Dear Lake Rd., Suite 100; Deerfield, IL 60015  
888/480-9138

MIA  Marble Institute of America  
28901 Clemens Rd., Suite 100; Cleveland, OH 44145;  
440/250-9222

MIL  Military Standardization Documents  
(U.S. Dept. of Defense), Defense Printing Service  
700 Robbins Ave., Building 4D; Philadelphia, PA 19111;  
215/697-2664

ML/SFA  Metal Lath/Steel Framing Association  
(A Division of the NAAMM)  
800 Roosevelt Rd., Bldg. C, Suite 312; Glen Ellyn, IL 60137;  
630/942-6591

MSS  Manufacturer’s Standardization Society of the Valve and Fittings Industry  
127 Park St., NE; Vienna, VA 22180;  
703/281-6613

NAAMM  National Association of Architectural Metal Mfrs.  
800 Roosevelt Rd., Bldg. C, Suite 312; Glen Ellyn, IL 60137;  
630/942-6591
NCMA  National Concrete Masonry Association  
2302 Horse Pen Rd.; Herndon, VA 20171-3499;  
703/713-1900

NECA  National Electrical Contractors Association  
3 Bethesda Metro Center, Suite 1100; Bethesda, MD 20814;  
301/657-3110

NEI  National Elevator Industry  
1677 Country Route 64, PO Box 838; Salem, NY 12865-0838  
518/584-3100

NEMA  National Electrical Manufacturers Association  
1300 N. 17th Street, Suite 1752; Rosslyn, VA 22209;  
703/841-3200

NFPA  National Fire Protection Association  
One Batterymarch Park; Quincy, MA 02169-7471;  
800/344-3555

NHLA  National Hardwood Lumber Association  
P.O. Box 34518; Memphis, TN 38184;  
901/377-1818

NOFMA  National Oak Flooring Manufacturer's Association  
22 N. Front St., Suite 1080; Memphis, TN 38103;  
636/519-9663

NPA  National Particleboard Association  
18928 Premiere Court; Gaithersburg, MD 20879-1569;  
301/670-0604

NRCA  National Roofing Contractors Association  
10255 W. Higgins Rd., Suite 600; Rosemont, IL 60018-5607;  
847/299-9070

NSF  NSF International  
(Formerly: National Sanitation Foundation)  
789 N. dixboro Rd. P.O. Box 130140; Ann Arbor, MI 48113-0140;  
734/769-8010

NTMA  The National Terrazzo and Mosaic Association  
201 Northmaple Suite 208; Purcellville, VA 20132;  
800/323-9736

NWWDA  National Wood Window and Door Association (Formerly NWMA)  
1400 East Touhy Ave. #G54; Des Plaines, IL 60018;  
800/223-2301

OSHA  Occupational Safety Health Administration (U.S. Dept. of Labor)  
200 Constitution Ave., NW; Washington, DC 20210;  
800/321-6742
PCA       Portland Cement Association
          5420 Old Orchard Road; Skokie, IL 60077; 847/966-6200

PCI       Precast/Prestressed Concrete Institute
          209 W. Jackson Blvd. #500; Chicago, IL 60604; 312/786-0300

PDI       Plumbing and Drainage Institute
          800 Turnpike Street, Suite 300; North Andover, MA 01845; 800/589-8956

PEI       Porcelain Enamel Institute
          P.O. Box 920220; Norcross, CA 30010 770/676-9366

PS        Product Standard of NBS (U.S. Dept. of commerce)
          Government Printing Office; Washington, DC 20402; 202/512-1800
          For Product standards, contact:
          Ms. Brenda Umberger
          CS & PS Specialist
          c/o NIST
          Gaithersburg, MD 20899; 301/975-4036

RFCI      Resilient Floor Covering Institute
          115 Broad Street, Suite 201; La Grange, GA 30240; 706/882-3833

RIS       Redwood Inspection Service
          818 Grayson Road, Suite 201; Pleasant Hill, CA 94523; 925-935-1499

SCPI      Southern California Plastering Institute
          Plastering Information Bureau
          21243 Ventura Blvd., Suite 115; Woodland Hills, CA 91364; 818/340-6767

SDI       Steel Deck Institute
          P.O. Box 25; Fox River Grove, IL 60021; 847/458-4647

S.D.I.    Steel Door Institute
          30200 Detroit Rd.; Westlake, OH 44145-1967; 440/899-0010

SGCC      Safety Glazing Certification Council
          (Now part of ITS)

SHLMA     Southern Hardwood Lumber Manufacturers Association
          (Now HMA)
SJ

Steel Joist Institute
196 Stonebridge Dr., Unit 1; Myrtle Beach, SC 29588;
843/407-4091

SMACNA
Sheet Metal & Air Conditioning Contractors National Association, Inc.
4201 Lafayette Center Dr.; Chantilly, VA 20151-1209;
703/803-2980

SPIB
Southern Pine Inspection Bureau (Grading Rules)
P.O. Box 10915; Pensacola, FL 32524-0915;
850/434-2611

SPRI
SPRI (Formerly: Single Ply Roofing Institute)
411 Waverley Oaks Rd., Suite 33113; Waltham, MA 02452;
781/647-7026

SSPC
Steel Structures Painting Council
40 24th St., 6th Floor; Pittsburgh, PA 15222-4643;
412/281-2331

SSPMA
Sump and Sewage Pump Manufacturers Association
P.O. Box 647; Northbrook, IL 60065-0647;
847/559-9233

SSPW
Standard Specifications for Public Works Construction
1612 S. Clementine St.; Anaheim, CA 92802;
714/517-0970

SWI
Steel Window Institute
(c/o Thomas Associates, Inc.)
1300 Sumner Ave.; Cleveland, OH 44115;
216/241-7333

TCA
Tile Council of America
100 Clemson Research Blvd.; Anderson, SC 29625;
864/646-8453

TPI
Truss Plate Institute
218 North Lee Street, Suite 312; Alexandria, VA 22314;
703/683-1010

UL
Underwriters Laboratories
2600 N.W. Lake Road; Camas, WA 98607-8542;
877/854-3577

WCLIB
West Coast Lumber Inspection Bureau (Grading Rules)
P.O. Box 23145; Tigard, OR 97281-3145;
503/639-0651
WI    Woodwork Institute
      P.O. Box 980247; West Sacramento, CA 95798-0247;
      916/372-9943

WRI    Wire Reinforcement Institute
      942 Main Street, Suite 300; Hartford, CT 06103
      860/240-9545

WWPA   Western Wood Products Association (Grading Rules), Yeon Building
      522 SW. 5th Ave.; Portland, OR 97204-2122;
      503/224-3930

WWPA.  Woven Wire Products Association
      P.O. Box 610280; Birmingham, AL 35261-0280;
      800/529-6691

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This Section includes administrative and procedural requirements for quality-control services.

B. Quality control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements for Contractor to provide quality control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

E. Related requirements specified elsewhere

   1. Inspections and testing required by laws, ordinances, rules, regulations or orders of public authorities: General Conditions.

   2. Certification of Products: Respective specification sections.


   4. Tests and Standards: Each specification section listed.

   5. Requirements for repair and restoration of construction disturbed by inspection and testing activities: Section 01 73 29, Cutting and Patching.

1.02 SELECTION OF TESTING AGENCY

A. Owner will select and employ a consultant, testing laboratory or inspection agency to perform specified services.

B. Testing agency must have approval of Division of State Architect (DSA).

C. Employment of Testing Laboratory shall in no way relieve Contractor of their obligation to perform work in accord with Contract.

1.03 PAYMENT

A. Owner will pay for Quality Control Services.

B. Cost of Quality Control Services occurring outside of 100 mile radius of Project Site will be reimbursed to the Owner by deductive change order.
1.04 DEFICIENCIES

A. Cost of tests or inspections due to the following will be reimbursed to the Owner by deductive change order.

1. Re-testing because of failure of initial samples.
2. Additional costs due to overtime work or extra shift work because of improper scheduling of work or of delivery of materials by Contractor.
3. Failure to properly notify laboratory.
4. Changes in sources, lots or suppliers of materials after original tests.
5. Changes in methods or materials of construction requested by Contractor that require testing, inspection, or other related services in excess of that required by original design.
6. Concrete mix designs in excess of first successful design for each concrete type.
7. Overtime or extra shift work requiring overtime work by Owner's Inspector.

1.05 TESTS AND INSPECTION

A. Selection of the material required to be tested shall be by the laboratory or the Owner's representative and not by the Contractor.

B. The Contractor shall notify the Owner's representative and Inspector of Record three (3) working days minimum time in advance of the manufacture of material to be supplied by him under the Contract Documents, which must by terms of the Contract be tested, in order that the Owner may arrange for the testing of same at the source of supply.

C. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required shall not be incorporated in the job.

1.06 TESTING AGENCY SERVICES

A. The Testing Agency will cooperate with Architect and Contractor; provide qualified personnel promptly on notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction:

1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
3. Comply with requirements of Title 24, Part 1.

C. Promptly notify Architect and Contractor, of irregularities or deficiencies of work which are observed during performance of services.

D. Attend pre-construction conference and progress meetings when requested by Architect or Owner.
E. Perform additional services as required by the Owner.

F. Submittals: Promptly submit copies of reports of inspections and tests, mill analysis, concrete mix designs and certifications per applicable sections of the specification.

1. Comply with requirements of Division of State Architect (DSA) "Structural Tests and Inspections", DSA form SSS-103.
   a. Forms can be found at http://www.dgs.ca.gov/dsa/Forms.aspx.

2. One copy of all test reports shall be forwarded to the D.S.A. by the testing agency. Such reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of Title 24 and with the approved specifications. Test reports shall show the specified design strength. They shall also state definitely whether or not the material or materials tested comply with requirements.

3. Verification of Test Reports: Each testing agency shall submit to the D.S.A. a verified report in duplicate covering all of the tests which are required to be made by that agency during the progress of the project. Such report shall be furnished each time that work on the project is suspended, covering the tests up to that time, and at the completion of the project, covering all tests. Comply with Title 24, Part 1.

4. Submit one copy of all test reports to:
   a. Owner’s Representative.
   b. Architect.
   c. Structural Engineer.
   d. Contractor.
   e. Inspector of Record.
   f. Division of State Architect (D.S.A.).
   g. Submit verification of test reports to D.S.A. per Title 24, Part 1.

G. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, 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 the inspection or test.


8. Complete inspection or test data.

9. Test results and an interpretation of test results.

10. Ambient conditions at the time of sample taking and testing.

11. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.

12. Name and signature of laboratory inspector.

13. Recommendations on retesting.

H. Testing Agency is not authorized to:

1. Release, revoke, alter, or enlarge requirements of Contract Documents or approve or accept any portion of the work.

2. Perform any duties of the Contractor.

I. All tests and inspection required by D.S.A. shall be conducted in strict accordance with requirements of Title 24.

1.07 INSPECTION BY THE OWNER

A. The Owner and his representative 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 not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the 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 work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory 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.

1.08 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested.
B. Provide to agency, selected preliminary representative samples of materials to be tested, in required quantities or assist the agency in taking samples.

C. Furnish casual labor and facilities:
   1. To provide access to the Work.
   2. To obtain and handle samples at the site.
   3. To facilitate inspections and tests.
   4. For agency's exclusive use for storage and curing of test samples.
   5. To provide security and protection of samples and test equipment at the Project Site.

D. Notify agency sufficiently in advance of operations to permit assignment of personnel and scheduling of tests.

E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
   1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1.09 MISCELLANEOUS TESTS AND INSPECTIONS

A. Soil and Compaction Testing and Inspection: Performed by soils engineer employed and paid by Owner.

B. Special Tests: Special tests requested by Owner or Architect or D.S.A. will be paid for by Owner, except that if such tests fail, the costs shall be deducted from the Contract Price by Change Order.

1.10 QUALITY MANAGEMENT

A. Contractors shall participate in the Quality Management Program as directed by the Program Manager and shall be responsible for maintaining an acceptable level of quality for his work. The Contractor shall submit their own Quality Management Program to the Project Manager for review.

B. After award of the contract and prior to start of his work, the Program Manager will schedule a meeting with the Contractor. The purpose of the meeting is to introduce the following Quality Management Program and to determine its implementation process. The following Quality In Construction (QIC) Program is a process, which works to assure the highest quality of building product, which is consistent with the requirements established for the project. During the construction phase of the project, the QIC inspection process is involved in all aspects of the building work to assure the quality of work being provided by the Contractors.

   1. COORDINATED DRAWINGS- Contractors shall schedule the process of coordinating the above ceiling and mechanical space areas prior to work proceeding in the field. Formal drawings are required and each subcontractor is required to sign each drawing indicating agreement with what is shown and to use the drawings to guide the work.
2. **FIRST DELIVERY OF MATERIAL/EQUIPMENT INSPECTION** - Contractor shall inspect and documents the first site delivery of each type of material and equipment against the requirements of the design documents and the approved shop drawings.

3. **FIRST EQUIPMENT IN PLACE INSPECTION** - Contractor inspects and documents the first setting of the equipment against the requirements of the design documents and the approved shop drawings.

4. **BENCHMARK** - Before start of construction of each type of work, the Contractor will review the contract documents, submittals, shop drawings, codes, and reference standards to verify the requirements.

5. **MOCK-UP** - Obtain early Owner and A/E approval of the Work for aesthetic considerations, construction, function, and compliance with the Contract Documents.

6. **IN WALL & ABOVE CEILING ACCEPTANCE** - Contractor obtains signatures of all trades indicating that their concealed work is complete prior to calling for inspection. (See Closure Inspection Form in Appendix).

7. **EQUIPMENT/SYSTEM INSPECTION & START-UP** - Contractor has completed static installation of equipment and is ready to place it in dynamic operation FOR THE CONTRACTOR'S USE.

C. The Contractor shall monitor the quality of the work as it progresses and will report, in writing, to the Program Manager. The acceptable level of quality will be determined by the Owner, the Architect, Program Manager, the Independent Testing Laboratory, the Contract Documents, and by sample construction. All work not meeting the acceptable level of quality will be corrected at the Contractor’s expense.

D. The Program Manager reserves the right to compile a list of incomplete items and Notice to Comply logs throughout the duration of the project, which shall be transmitted to the Contractor periodically. The Contractor shall address those items within a reasonable time frame from the date transmitted as established by the Program Manager on a case-by-case basis.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

**3.01 REPAIR AND PROTECTION**

A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with requirements of Section 01 73 29, "Cutting and Patching".

B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.

C. Repair and protection is Contractor’s responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.
3.02 SCHEDULE OF TESTS, INSPECTIONS AND METHODS

A. Excavations, Foundations and Retaining Walls
   2. Excavation and Fills for Foundations: 1704A.7 and Table 1704A.7.

B. Concrete:
   1. Materials:
      b. Concrete Aggregates: 1704A.4.1 and 1903A.5.
   2. Concrete Quality:
   3. Concrete Inspection:
      a. Job Site Inspection: Table 1704A.4, Items #6, #7, and #11. (Precast concrete members, if applicable, Item #10.)
      b. Batch Plant or Weighmaster Inspection: 1704A.4.3 and 1704A.4.4.
      c. Reinforcing Bar Welding Inspection: 1704A.3.1.3, Table 1704A.3, Item #5b, and Table 1704A.4, Item #2.
      d. Reinforcing Bar Placement: Table 1704A.4, Item #1.

C. Structural Steel
   1. Materials:
      a. Structural Steel, Cold Formed Steel: 1704A.3.
      b. Material Identification: Table 1704A.3, Items #3 and #4.
   2. Inspection of Structural Steel:

b. High Strength Bolts, Nuts, Washers: 1704A.3.3, Table 1704A.3, Items #1 and #2, and 1707A.2.

c. Shop Fabrication Inspection: 1704A.2 and 1707A.2.1.

d. Welding Inspection: Table 1704A.3, Item #5 and 1707A.2.


D. Wood

1. Materials:
   a. Lumber and Plywood Grading: 2303.1.1 and 2303.1.4.
   b. Glued-Laminated Members: 2303.1.3.

2. Wood Inspection:
   b. Manufactured Trusses: 1704A.6.2.2 and 1704A.2, if applicable.

Note: Chapters and Articles refer to CBC 2010 and Title 24, Part 2, 2010.

END OF SECTION
PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Temporary facilities and controls required for this work include, but are not necessarily limited to:

1. Access and Vehicle Routes
2. Temporary utilities such as heat, water, electricity, internet and telephone
3. Field offices and sheds
4. Contractor parking
5. Sanitary facilities
6. Construction aids
7. Barriers, including Tree Protection
8. Temporary controls
9. Project identification and signs

1.02 RELATED SECTIONS

A. All equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations.

B. Permanent installation and hook-up of the various utility lines are described in the other pertinent sections.

C. The ladders, planks, hoists, and similar items normally furnished by the individual trades in execution of their own portions of the work are not part of this section.

D. 01 74 17 Site Maintenance and Cleanup

1.03 PRODUCT HANDLING

A. Use means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the work.

1.04 SUBMITTALS

A. Comply with pertinent portions of 01 33 00 Submittal Procedures.

B. Site Utilization Plan. Develop, implement and maintain a site-specific Site Utilization Plan for the project for the duration that is compliant with all site, local, state and Cal/OSHA
requirements and approved by the District. The Site Utilization Plan that may be included within the Contract Documents indicates known restrictions and possible routes and locations that may be appropriate considering District operations. The Site Utilization Plan must include, but is not limited to showing:

1. Phasing
2. Temporary Office locations
3. Temporary Dumpster locations
4. Temporary Sanitary Facility Locations
5. Temporary Storage locations
6. Contractor Parking
7. Construction Fencing & Gates
8. Tree Protection with signage
9. Vehicle Routes with Speed Limits/Flagging requirements
10. Pedestrian Pathways with signage
11. Hoisting/Crane locations
12. Generator locations
13. Signage

Modification of the Site Utilization Plan may be required due to change in scope of the project, unforeseen conditions or campus schedule changes.

C. Temporary Offices & Equipment
D. Barriers: Construction Fencing & Gates
E. Tree Protection with Signage
F. Project identification and signs

PART 2 - PRODUCTS

2.01 ACCESS AND VEHICLE ROUTES

A. Provide temporary directional signage for construction traffic and to stress 5 mph for construction vehicles on campus.

B. Construction vehicles outside of the construction fencing must have 2 flaggers guiding the vehicle - one in front of the vehicle and one in back of the vehicle.

C. Violators of speed limit or flagger requirements may be asked to be removed from the project.

2.02 UTILITIES

A. Water: A point of connection for temporary water will be provided to Contractor by Owner in close proximity to the building site. Provide temporary water lines and connections as necessary. Upon completion of the work, remove such temporary facility.

B. Electricity: Temporary power connection point to be provided to Contractor by Owner in close proximity of the building site. Provide necessary temporary wiring and, upon completion of the work, remove such temporary facility.
C. Heating/Cooling: Provide and maintain heat or air-conditioning necessary for proper conduct of operations needed in the work.

D. Telephone:
   1. Make necessary arrangements and pay costs for installation and operation of telephone service to the Contractor's office on the site. Cellular or VOIP phones are acceptable.
   2. Coin operated telephones are not acceptable.

E. Internet connection: Make necessary arrangements and pay costs for installation and operation of high speed internet connections in:
   1. The Contractor's office on the site.
   2. The IOR’s office on the site

   Note: Contractor to be available via telephone & e-mail access.

F. Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

G. Owner will provide all water and electricity to point of connection free of charge to Contractor.

2.03 FIELD OFFICES AND SHEDS

A. Contractor's Facilities:
   1. Provide field office facilities for Contractor's administration and operations, as required and in location(s) approved by the District on the Site Utilization Plan.
   2. Include space in Contractor's field office for:
      a. Hanging rack for large format drawings
      b. Layout surfaces adjacent to hanging racks.
      c. Conference room capacity for approximately 12 people.

B. DSA Inspector of Record (IOR) Facilities:
   1. Provide 8’ x 20’ min. lockable field office for the DSA IOR with the following:
      a. Operable window. 3’ x 4’ min. with blinds or shade.
      b. Electricity. 3 duplex power outlets of sufficient voltage and amperage to operate office equipment listed below.
      c. Lighting. Interior lighting meeting office standards. Exterior light at entry door.
      d. Internet. High speed internet connection with 2 data ports.
      e. Drinking water with cups, to be maintained during the duration of the work.
      f. Heating & Cooling.
      g. Furniture.
         i. Desk 3’ x 6’ w/pencil drawer & side drawers.
         ii. Adjustable/ergonomic, swivel, office chair with arms.
         iii. 2 – Side chairs
iv. Hanging rack with 8 sticks for large format drawings
v. Layout surfaces adjacent to hanging rack sufficient for large format drawings.
vi. 1 – 4 drawer filing cabinet
vii. 1 – 2 drawer filing cabinet
viii. 1 – Mounted White Board, 3’ x 5’ min. with marker tray, full set of markers & eraser.
ix. 1 – Waste Receptacle.

h. Office Equipment.
i. Black & White Printer/Scanner capable of handling 11” x 17” paper with a production rate of 50 ppm.

i. Cleaning. Weekly.

C. Subcontractor Facilities. Provide field office facilities for Subcontractor’s administration and operations, if needed and in location(s) approved by the District on the Site Utilization Plan.

2.04 CONTRACTOR PARKING

A. Contractor parking shall be contained within the construction perimeter fence where applicable. If construction fence is not required for the project or parking requirements cannot be met within the construction area, a reasonable number of parking permits will be issued at no cost to the contractor subject to the following conditions:

1. Parking areas will be as indicated in the Site Utilization Plan, and will be limited to clearly marked construction vehicles. Personal vehicles will be restricted to student parking lots.

2. Contractors will not park in fire lanes, crosswalks, accessible parking spaces and access aisles, or areas designated by signs as no-parking zones without receiving prior approval from the District Police.

3. The contractor will provide the number of parking permits requested at the Pre-Construction Meeting. The District reserves the right to modify this plan as needed. Contractor vehicles will be restricted to the designated route-of-travel as indicated on the Site Utilization Plan.

4. The Program Manager will issue an appropriate number of parking permits within seven (7) days of the Pre-Construction Meeting. Permits must be clearly displayed at all times.

5. District Police may issue citations to contractor vehicles not complying with the above. These citations are issued under the authority provided by the Vehicle Code, section 21113a. Traffic laws are strictly enforced and violators are subject to citation.

2.05 SANITARY FACILITIES

A. Sanitary facilities include temporary toilets, portable hand-washing sinks, and drinking-water fixtures. Comply with regulations, including ADA compliance and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

1. Provide toilet tissue, and similar disposable materials for each facility. Provide covered waste containers for used material.
B. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

1. Provide separate facilities for male and female personnel.
2. Maintain in a sanitary condition at all times.

C. Drinking-Water: Provide drinking-water, including paper cup supply.

2.06 CONSTRUCTION AIDS

A. Provide construction aids and equipment required by personnel and to facilitate the execution of the work; trench plates, scaffolds, staging, ladders, railings, hoists, cranes, chutes and other such facilities and equipment.

B. Provide all necessary facilities and means of access to all parts of the structure so that Building Inspectors, Special Inspectors and other applicable parties may inspect any portion of the structure.

2.07 BARRIERS

A. Temporary Fencing: Provide and maintain a temporary fence as required for safety and protection of work and staging/staging area(s). Fencing shall be installed prior to any construction start. All temporary fencing shall be maintained in good working order. Keep fence secure at all points and closed at all times except as required to allow construction traffic through. Assure fences are locked at night. Provide two keys to the Program Manager for all locks that secure fencing.

1. Construction: Provide woven wire mesh fencing, with slats or fabric, not less than 6 feet in height, complete with metal or wood posts and required bracing, and with suitably locked truck and pedestrian gates as required. Provide directional and warning signage as appropriate. Fencing shall be supported by driven posts rather than on stands unless otherwise accepted by the District. Reference the Site Utilization Plan.

2. Tree and Plant Protection: All work in and around existing trees shall be performed in conjunction with the District Arborist’s recommended procedures. Provide temporary barriers around each, or around each group of trees or plants as appropriate.

Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking, or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within the drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.

3. Fencing Stands: If use is approved by the District, they shall be protected or be highly visible and clearly marked. Fencing stands shall be adjusted daily or more, if needed as determined by the District for safety.

B. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of barricades. Provide appropriate warning signs to inform personnel and the public of the hazard being protected against. Where needed provide adequate lighting.
2.08 TEMPORARY CONTROLS

A. Provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the construction site and related areas under Contractor's control; remove physical evidence of temporary facilities at completion of work. Comply with requirements of authorities having jurisdiction.

B. Conditions of Use: Keep facilities clean and neat. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload, or permit facilities to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

C. Dust Control: Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere.

D. Water Control: Provide methods to control surface water to prevent damage to the Project, the site, or adjoining properties. For temporary drainage and dewatering operations not associated with construction, comply with the requirements of applicable technical sections. Maintain excavations and construction free of water.
   1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff.
   2. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
   3. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.

E. Debris Control: Maintain all areas under Contractor's control free of extraneous debris. Prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes. Collect waste daily. Comply with NFPA 241 for removal of combustible waste. Enforce requirements strictly. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of in a lawful manner.
   1. Provide containers for deposit of debris as specified in Section 01 74 10 - Cleaning.

F. Pollution Control:
   1. Provide methods, means and facilities required to prevent contamination of soil, water and atmosphere by the discharge of noxious substances from construction operations per state, federal and local governing authorities.
   2. Provide equipment and personnel to perform emergency measures required to contain spillages, and to remove contaminated soils and liquids.

G. Excavate and dispose of contaminated earth off-site, and replace with suitable compacted fill and topsoil.
   1. Take special measures to prevent harmful substances from entering public waters.
a. Prevent disposal of wastes, effluents, chemicals, and other such substances in sanitary or storm sewers

H. Security and Protection Facilities Installation: Except for use of permanent fire protection as soon as available, do not change from use of temporary security and protection to permanent facilities until Substantial Completion.


2. Fire Extinguishers: Provide hand-carried, portable, UL-rated, class “A” fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class “ABC” dry chemical extinguishers. Locate fire extinguishers where effective for the intended purpose, but not less than one on each floor near each usable stairwell.

a. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.

b. Store combustible materials in containers in fire-safe locations.

c. Provide supervision of welding operations, combustible type temporary heating units, and sources of fire ignition.

I. Noise Control: Refer to Document 00 73 10 - Special Conditions.

2.09 PROJECT IDENTIFICATION AND TEMPORARY SIGNS

A. Prepare project identification and other signs of the size indicated; install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.

B. Project Sign

1. Provide sign sized 4 by 8 feet unless otherwise noted.

2. Construct of minimum 3/4-inch thick B grade veneer or better exterior grade high density overlay plywood.

3. Support and brace with 4 by 4 inch posts and 2 by 4 inch framing of Douglas Fir.

4. Employ professional sign painter to execute layout and letter and incorporate the Owner furnished graphics as furnished by the Architect and otherwise apply 3 coats of exterior grade VOC compliant enamel paint.

5. Sign shall show name of Project, the Owner, name of the Architect and its consultants and name of the Contractor.
6. Ensure sign is in place within 30 days after starting date of the Contract.

C. Provide temporary on-site informational signs.
   1. As required by codes, laws and regulatory agencies.
   2. To identify key elements of the construction facilities.
   3. To direct traffic and pedestrians.

2.10 OWNERSHIP OF TEMPORARY FACILITIES AND CONTROLS

A. Items provided by the Contractor under this section shall remain the property of the Contractor and shall be removed from the job site immediately upon completion of the work.

B. The Contractor is responsible for security of the site.

PART 3 - EXECUTION

3.01 MAINTENANCE AND REMOVAL

A. Maintain temporary facilities and controls as long as needed for the safe and proper completion of the work.

   1. Temporary structures, sheds, trailers and material storage shall be arranged in a safe manner to avoid interfering with construction, public access or the Owner’s operations. All locations of temporary structures, sheds, trailers and materials storage shall be approved in advance by the Program Manager.

   2. The contractor shall relocate its temporary structures, sheds, trailers and materials in storage as required for construction progress as directed by the Program Manager.

   3. Only limited storage space is available, and will be allocated by the Program Management on a priority basis. Storage of materials outside the limits of construction but on the Owner’s property is strictly prohibited without permission from the Owner.

   4. All costs relating to temporary storage and protection shall be borne by the contractor requiring such storage and protection. The contractor shall retain full responsibility for any form of damage or deterioration to stored materials and any form of damage or deterioration caused by materials to surrounding surfaces.

   5. Upon completion of the work, or sooner if directed by the Program Manager, the contractor shall remove its temporary structures and sheds and remove all debris and rubbish and place the area in a clean and orderly condition.

B. Remove such temporary facilities and controls as rapidly as progress of the work will permit, or as directed by the Program Manager. Permanent areas of the facility which were used for temporary facilities for construction are to be restored to the condition found, as applicable.

END OF SECTION
SECTION 01 51 10

UTILITY SHUTDOWN

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures and requirements for utility shutdown.

1.02 RELATED SECTIONS

A. Section 00 63 20: Request for Utility Shutdown Form
B. Section 01 50 00: Temporary Facilities and Controls

PART 2 - PRODUCTS

N/A

PART 3 - EXECUTION

3.01 NOTICE TO DISTRICT

A. Contract shall provide a utility shutdown plan and provide a minimum of 72 hours notice to the District prior to any required shutdown of utilities using the Utility Shutdown Request Form in Section 00 63 20.

3.02 RESUMPTION OF UTILITIES

A. Prior to resuming normal utility operation, ensure that all work is properly safe and/or capped.

END OF SECTION
SECTION 01 56 10

DUST CONTROL MEASURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. The goal of these requirements is to prevent air pollution from airborne dust on construction projects by keeping construction dust from becoming airborne through wind or mechanical means. These requirements are also meant to prevent the spread of dust onto roadways and non-construction areas.

1.02 RELATED SECTIONS

A. Section 01 50 00: Temporary Facility and Controls
B. Section 01 57 30: Storm Water Pollution Prevention
C. Section 01 74 10: Cleaning
D. Section 01 74 17: Site Maintenance and Cleanup
E. Section 01 74 19: Construction Waste Management and Disposal
F. Requirements of the Contract Documents

1.03 GENERAL REQUIREMENTS

A. The following general requirements shall be met on all projects within the District.
   1. General Contractor shall develop and implement a Dust Control Plan that includes the following measures:
      a. If necessary, water all active construction areas at least twice daily (with recycled water, if possible).
      b. Cover all trucks hauling soil, sand, and other loose materials.
      c. Apply water two times daily to all unpaved access roads, parking areas, and staging areas at construction sites
      d. Sweep streets daily if visible soil material is carried onto adjacent streets.
      e. Dust barriers and ventilation to prevent dust from entering occupied portions of the building or HVAC system.
SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1  GENERAL

1.01  SECTION INCLUDES

A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers’ standard warranties on products; special warranties; and product substitutions.

1.02  RELATED REQUIREMENTS AND SECTIONS

A. Instructions to Bidders: Procedures for requesting substitutions during bidding period.
B. General Conditions and Special Conditions
C. Section 01 23 00: Alternates for products selected under an alternate.
D. Section 01 42 00: References for applicable industry standards for products specified.
E. Section 01 77 00: Closeout Procedures for submitting warranties for contract closeout.

1.03  DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term “product” includes the terms “material,” “equipment,” “system,” and terms of similar intent.

1. Named Products: Items identified by manufacturer’s product name, including make or model number or other designation, shown or listed in manufacturer’s published product literature that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered as new products.

3. Equal Products: Products that are demonstrated and approved through submittal process to have the indicated qualities relative to type, function, dimension, in-service performance (including acoustic performance), physical properties, appearance, and other characteristics that equal or exceed those of specified items.

B. Substitutions: Changes in products, materials, equipment, and methods of construction required by Contract Documents and proposed by the Contractor, including Equal Products. The following are not considered substitutions:

1. Substitutions requested during the bidding period, and accepted by written Addendum prior to opening of bids or award of Contract, if allowed by the Instructions to Bidders.

2. Revisions to Contract Documents requested by the Owner or Architect.

4. Compliance with governing regulations and orders issued by governing authorities.

C. Basis-of-Design Product Specification: Where a specific manufacturer’s product is named and accompanied by the words “basis of design,” including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

D. Manufacturer’s Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer’s warranty or to provide more rights for Owner.

1.04 SUBMITTALS

A. Product List: At or before submittal of product substitutions, submit a list, in tabular form, showing specified and proposed products.

1. Coordinate product list with contractor’s construction schedule and the submittals schedule.

2. Form: Tabulate information for each product under the following column headings:

   a. Specification section number and title.
   b. Generic name used in Contract Documents.
   c. Name, model number and similar designations of product proposed by Contractor.
   d. Specified product name, model number and similar designations, if different from proposed product.
   e. Manufacturer’s name and address.
   f. Installer’s name and address.
   g. Identification of items that require early submittal approval for scheduled delivery date.
   h. Identification of product status: Basis of Design or named product, Equal Product, or proposed non-equal product.
   i. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use form provided at end of Section.

2. Documentation: Show compliance with requirements for substitutions and the following, as
applicable:

a. Statement indicating why unnamed material or product is being proposed.

b. Product identification, including manufacturer’s name and address.

c. 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.

d. Detailed comparison of significant qualities, which may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

e. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

f. Structural calculations, where applicable or requested, prepared and signed by Engineer licensed in state where project is located.

g. Samples, where applicable or requested.

h. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

i. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

j. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.

k. 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 lack of availability or delays in delivery.

l. Cost information, including a proposal of change, if any, in the Contract Sum.

m. Designation of availability of maintenance services, sources of replacement materials.

n. Contractor’s certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

o. 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 or coordination of requirements of other trades.

C. Named Product or Basis-of-Design Product: Comply with requirements in Section 01 33 00 - Submittal Procedures. Show compliance with requirements.

1.05 QUALITY ASSURANCE

A. To fullest extent possible, provide products of the same kind, from a single source.
B. Compatibility of Options: If Contractor is given the option of selecting between two or more products for use on the Project, product selection shall be compatible with products previously selected, even if previously selected products were also options.

1. Contractor is responsible for coordinating the compatibility of products and construction methods of its separate subcontractors and suppliers.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store and handle products using means and methods that will prevent damage, deterioration and loss, including theft. Comply with manufacturer's written instructions.

B. Schedule delivery to minimize long-term storage. Coordinate delivery with installation to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, environmental, and other losses.

C. 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.

D. Inspect products on delivery to ensure compliance with Contract Documents, and to ensure products are undamaged and properly protected.

E. Store products in a manner to facilitate inspection and measurement of quantity.

F. Store materials in a manner that will not endanger project structure.

G. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's written instructions.

H. Protect stored products from damage.

1.07 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.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer’s Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 01 77 00 - Closeout Procedures.

PART 2 - PRODUCTS

2.01 PRODUCT SELECTION

A. General: Provide products that comply with the Contract Documents, are undamaged, and unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, safety guards and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term “as selected,” Architect will make selection.

5. Where products are accompanied by the term “match sample,” sample to be matched is Architect’s.


7. Or Equal: Where products are specified by name and accompanied by the term “or equal” or “or approved equal” or “or approved”, comply with provisions in “Product Substitutions” Article to obtain approval for use of an unnamed product.

   a. Refer to General Conditions article 3.8.2 for additional Equal Product and substitution requirements.

B. Product Selection Procedures: Procedures for product selection include the following:

1. District Standard: Where Specification paragraphs or subparagraphs titled “Product” name a single product and note that it is a “District Standard” or “Campus Standard” provide that product only; no substitutions will be considered.

   a. Refer to Special Conditions for list of approved District Standard products.

2. Manufacturer/Source/Product: Where Specification paragraphs or subparagraphs titled “Manufacturer” or “Source” or “Product” name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.

   a. Equal Products or substitutions, if available from other sources or manufacturers not known to Architect may be accepted. Comply with the provisions for “substitutions” to obtain approval of the District and Architect for use of an unnamed product.
3. Products: Where Specification paragraphs or subparagraphs titled “Products” introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
   a. Where products or manufacturers are specified by name, accompanied by the term “or equal”, or “or approved equal” comply with the provisions for “substitutions” to obtain approval of the District and Architect for use of an unnamed product.

4. Manufacturers: Where Specification paragraphs or subparagraphs titled “Manufacturers” introduce a list of manufacturers’ names, provide a product by one of the manufacturers listed that complies with requirements.
   a. Where manufacturers are specified by name, accompanied by the term “or equal”, or “or approved equal” comply with the provisions for “substitutions” to obtain approval of the District and Architect for use of an unnamed product.

5. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled “Basis-of-Design Product(s)” are included and also introduce or refer to a list of manufacturers’ names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.
   a. Comply with provisions in “substitutions” to obtain approval of the District and Architect for use of an unnamed product.

6. Visual Selection Specification: Where Specifications include the phrase “as selected from manufacturer's colors, patterns, textures” or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
   a. Standard Range: Where Specifications include the phrase “standard range of colors, patterns, textures” or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
   b. Full Range: Where Specifications include the phrase “full range of colors, patterns, textures” or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

7. Visual Matching Specification: Where Specifications require matching an established sample, select or develop a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
   a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with the provisions for “substitutions” to obtain approval of the District and Architect.

8. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with requirements, and are recommended by the manufacturer for application indicated. General overall performance of a product is implied where the product is specified for a specific application.
   a. Manufacturer's recommendations may be contained in product literature, or by manufacturer's certification of performance.
2.02 PRODUCT SUBSTITUTIONS

A. Timing: Substitution Requests may be considered if received within 35 days after award of contract, unless otherwise stated in the Instructions to Bidders or Special Conditions. Requests received after that time may be considered or rejected at discretion of Architect or Owner’s Representative.

B. Conditions: The Contractor’s substitution request will be received and considered by the Architect when the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements. The burden of proof of the merit of the proposed substitution is upon the proposer.

1. Extensive revisions to Contract Documents are not required.
2. Requested substitution is consistent with the Contract Documents and will produce indicated results.
3. The request is timely, fully documented and properly submitted.
4. The requested substitution will not adversely affect the Contractor’s construction schedule.
5. The requested substitution has received, or will receive necessary approvals of authorities having jurisdiction.
6. The requested substitution does not cause the Owner additional responsibilities or costs, such as added compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner or separate Contractors, or similar considerations. Contractor shall be responsible for such added costs to the Owner.
7. Requested substitution is compatible with other portions of the Work.
8. The requested substitution has been coordinated with other portions of the Work.
9. The requested substitution provides specified warranty.
10. 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.

C. Architect’s Action: If necessary, within one week of receipt of request for substitution, Architect will request additional information or documentation for evaluation of request for substitution. Within 2 weeks of receipt of request, or one week of receipt of additional information or documentation, whichever is later, Architect will notify Contractor of acceptance or rejection of requested substitution.

1. Acceptance is acknowledged by the Architect’s completion of the substitution request form.
2. Use product specified if District or Architect cannot make a decision on use of a proposed substitution within time allocated by the Contractor.
3. The District and Architect will not be responsible for locating or securing information which is not included in the substantiating data.

4. The District’s and Architect's decision of acceptance or rejection of a requested substitution shall be final.

D. Architect's excessive cost for evaluating substitutions requested by the Contractor, or making subsequent revisions to drawings, specifications and other resulting documentation, will be paid by Owner with reimbursement from Contractor by deductive change order.

E. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 01 71 23
FIELD ENGINEERING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Provide and pay for field engineering services required for the project.
   1. Survey work required in execution of the project.
   2. Civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.
   3. Coordination with testing laboratory and soils engineer.
   4. Verification of conditions.

B. Related Requirements in Other Parts of the Project Manual:
   1. Conditions of the contract.

1.02 RELATED SECTIONS:

A. Section 01 78 39: Project Record Documents.

1.03 SUBMITTALS

A. Comply with pertinent provisions of Section 01 33 00.

B. Submit name and address of Surveyor or professional engineer to Architect, including changes as they may occur.

C. On request of Architect, and/or Program Manager submit documentation to verify accuracy of field engineering work.

D. Submit certificate signed by registered Civil Engineer or Land Surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.

E. Record Drawings:
   1. At project completion, obtain and pay for electronic reproducible transparencies of the project plans. Clearly indicate all differences between original drawings and completed work within specified tolerances.
   2. Show as-built locations by coordinates of all utilities onsite with top of pipe elevations at major grade and alignment changes. As-built drawings are to be updated on a monthly basis.
   3. Completed record drawing transparencies shall be dated, signed and certified as correct by the General Contractor.
4. Comply with requirements of Section 01 78 39.

1.04 QUALITY ASSURANCE

A. Qualifications of Surveyor or Engineer: Engage a registered Civil Engineer or licensed Land Surveyor acceptable to both Contractor and Owner and who is qualified to perform land surveying. Furnish to Owner prior to start of work, the name and license (or registration number) issued by the State of California, Board of Registration for Professional Engineers and Land Surveyors. Provide notice to Owner during course of construction should identification of individual responsible for this work change, and obtain approval of Owner for the replacement.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SURVEY REFERENCE POINTS

A. Existing horizontal and vertical control points for the Project are those designated on drawings.

B. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

   1. Make no changes or relocations without prior written notice to Architect.

   2. Report to Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

   3. Identify and protect all survey monuments on the site discovered during construction, which are not referenced on the project drawings. Tie out such monuments and notify Architect prior to allowing them to be disturbed.

   4. Replace permanent boundary markers disturbed during construction with new permanent monuments and file the required Record of Survey or Corner Record in accordance with applicable State and County laws, at no additional cost to the Owner.

3.02 PROJECT SURVEY REQUIREMENTS

A. Establish a minimum of two permanent horizontal and vertical control points on the site, remote from the building area referenced to data established by survey control points.

   1. Record locations, with horizontal and vertical data, on Project Record Documents, including description of monuments in place.

B. Establish lines and levels, locations and dimensions, by instrumentation or similar technical appropriate means:

   1. Site Improvements.

      a. Provide stakes and elevations for grading, fill and topsoil placement.

      b. Utility lines, including, but not limited to, storm drains, sewers, water mains, gas, electric and telephone lines. Provide adequate horizontal control to locate lines and
provide vertical control in proportion to slope of line as required for accurate construction.

2. Building Lines and Levels: Furnish building corner offsets as required to adequately locate building(s). Provide cut and fill stakes within the building perimeter adequate to control both over-excavation and re-compaction and the final subgrade location of the building pad(s), as required. Locate and lay out building foundations, column grids and locations and floor levels.

3. Provide control lines and levels required for the Mechanical and Electrical work.

4. Provide grade stakes and elevations as required to construct paved areas, building pads, landscaped areas, and other areas as required.
   a. Calculate and layout subgrade elevations and intermediate controls as required to provide smooth transitions between the spot elevations indicated on the plans.
   b. From time to time, verify the layout of all work by the same methods.

3.03 RECORDS

A. Maintain a complete, accurate surveyor's log of all control and survey work as it progresses. Make this log available for reference.

B. Submit certification of subgrade completion on all building(s) showing actual elevation of completed subgrade to nearest 0.1 foot.

END OF SECTION
DOCUMENT 01 73 00

SAFETY PROGRAM REQUIREMENTS

Note: This document is appended by all the requirements put forth in other sections of the Construction Provisions.

Responsibilities

1. General Contractor.
   a. Develop, implement and maintain a site-specific Safety Program for the project duration that is compliant with all site, local, state and Cal/OSHA requirements.
      i. The General Contractor’s site-specific Safety Program must be included in all sub-tier contracts.
   b. The General Contractor shall submit the reports and documents below to the District or Program Manager for review and record:
      1. Site utilization plan and site security plan.
      2. Permits as required by Cal/OSHA for project notification and other high-hazard permit required activities (e.g. steel erection, excavation and scaffold erection).
      3. Training documents (e.g. toolbox talks, job hazard analysis, operator cards and site orientation information).
      4. Storm water protection and prevention programs and required inspections.
      5. Weekly site safety inspections by all parties.
         a. Including also:
            i. Daily excavation inspections.
            ii. Daily scaffold inspections.
            iii. Site security inspections.
            iv. Annual crane inspections.
      6. Documented enforcement and incentive activities.
      7. The District or Program Manager reserves the right to request additional safety information pertinent to site safety not specifically included in this section.
   c. Stop any unsafe work activities.
   d. Additional site requirements – The General Contractor shall include the following requirements in their site-specific Safety Program. Any site-specific Safety Program submitted to the Construction Manager without these requirements will be rejected.
      i. Personal protective equipment:
         1. Hard hats shall be worn at all times on the project site.
         2. Safety glasses shall be worn at all times on the project site.
         3. Appropriate hand protection shall be worn when hands are exposed to potential injury.
4. High-visibility vests shall be worn when heavy machinery is operating on site.
5. Work boots with substantial soles shall be worn at all times.

ii. Housekeeping:
   1. Trash, debris and scrap shall be collected daily and placed in the appropriate bin/receptacle/dumpster.
   2. No construction equipment, materials or wastes are allowed in any un-secured area where there is potential exposure to students, staff, faculty or administration of the District.

iii. Qualified and experienced site safety representative:
   1. The Site Safety Representative shall be OSHA 30-hour Hazard Recognition trained.
   2. The Site Safety Representative shall have the authority to stop immediately all unsafe work activities.

iv. Conduct weekly site safety inspections and document findings.
v. Fall Protection.
   1. Fall protection shall be provided anywhere there is exposure to a fall of six (6) or more feet. This requirement is all-inclusive for all trades on site.

vi. Electrical.
   1. Hot work is not allowed.
   2. Each contractor shall utilize GFCI (ground fault circuit interrupter) protection for electrical equipment and implement an assured equipment inspection program.

vii. Prohibited items:
   1. Alcohol.
   2. Controlled substances.
   3. Knives with blades longer than two (2) inches.
   4. Pets.

2. District or Program Manager
   a. Review the General Contractor’s safety program for conformance to the District requirements and in general, compliance with established standards to ensure the safety of students, staff and faculty.

END OF SECTION
SECTION 01 73 20

DEMOLITION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section includes selective demolition, alteration and remodeling work indicated or required to produce finished results shown and includes the following:

1. Selective Interior Demolition.

2. Patching and repairs.

1.02 RELATED SECTIONS

A. Section 01 51 10: Utility Shutdown

B. Section 01 56 10: Dust Control Measures

C. Section 01 73 29: Cutting and Patching

D. Section 01 74 10: Cleaning

E. Section 01 74 19: Construction Waste Management and Disposal

F. Section 01 77 00: Closeout Procedures

G. Divisions 22 and 23 Sections for cutting, patching, or relocating mechanical items.

H. Division 26 Sections for cutting, patching, or relocating electrical items.

1.03 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.

B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.

C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.

D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.
1.04 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.05 SUBMITTALS

A. Comply with pertinent portions of Section 01 33 00.

B. Prior to cutting which affects structural safety, submit written request to the Architect for permission to proceed with cutting.

C. Record Drawings: Submit at project closeout according to Sections 01 77 00 and 01 78 39.

   1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

1.06 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.

B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

   1. Comply with California Building Code, Title 24, Part 9, California Fire Code, Chapter 14, Fire Safety During Construction and Demolition.

1.07 PROJECT CONDITIONS

A. Occupancy: Owner will occupy portions of the building immediately adjacent to alteration areas. Conduct alteration work in manner that will minimize need for disruption of Owner's operations. Provide minimum 72 hours advance notice to Owner of demolition activities that will affect Owner’s operations.

B. Owner assumes no responsibility for actual condition of buildings to be altered.

   1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Asbestos or Hazardous Waste: If asbestos and/or hazardous material, is encountered, notify the Program Manager immediately. Do not disturb, handle or attempt to remove.

D. Traffic: Conduct demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

   1. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING

A. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.

1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

2. Use materials whose installed performance equals or surpasses that of existing materials.

3. Generally Contract Documents will not define products or standards of workmanship present in existing construction; Contractor shall determine products by inspection and any necessary testing, and workmanship by use of the existing as a sample of comparison.

B. Presence of a product, finish, or type of construction, requires that patching, extending or matching shall be performed as necessary to make work complete and consistent to identical standards of quality.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine existing conditions, including elements subject to movement or damage during remodeling work.

B. After uncovering the work, examine conditions affecting installation of new work.

C. Discrepancies:

1. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.

2. Do not proceed in areas of discrepancy until such discrepancies have been fully resolved.

D. Time extensions or increase or decrease of costs resulting from such changes will be adjusted in the manner provided in the General Conditions.

3.02 UTILITY SERVICES

A. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

2. Provide not less than 72 hours notice to Owner if shutdown of service is required during changeover.

B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving building to be selectively demolished.
1. Owner will arrange to shut off indicated utilities when requested by Contractor.

2. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building or Campus before proceeding with selective demolition.

3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit after bypassing.

C. Utility Requirements: Refer to Divisions 22, 23, and 26 for shutting off, disconnecting, removing, and sealing or capping utility services. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.03 PREPARATION

A. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.

1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by for public safety.

2. Protect existing site improvements, appurtenances, and landscaping to remain.

3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

4. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.

5. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.

B. Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement or collapse of structures to be selectively demolished.

1. Cease operations and notify the Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.

2. Strengthen or add new supports when required during progress of selective demolition.

C. Cover and protect furniture, furnishings, equipment and fixtures that have not been removed.

D. Provide and maintain barricades and guard rails as required by applicable regulatory agency to protect occupants of building and workers.

E. Where demolition, removal or rework occurs, take all necessary precautions to protect finished work from damage. Finished work damaged by operations under this contract shall be repaired or replaced to the acceptance of Owner and Architect at no extra cost to the Owner.
3.04 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.05 SELECTIVE DEMOLITION, ALTERATIONS

A. Cut, drill, alter, remove, or temporarily remove and replace existing construction as necessary for performance of work under the contract. Work that is replaced shall match similar existing work.

B. Unless otherwise noted on the drawings or specified do not cut or alter structural members without authorization of the Architect or Structural Engineer.

C. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations.

1. Repair all demolition performed in excess of that required, at no cost to the Owner.

D. Work remaining in place, which is damaged or defaced during this contract, shall be restored to the condition at time of award of contract.

E. If removal of existing work exposes discolored or unfinished surfaces, or work out of alignment, refinish such surfaces or replace the material as necessary to make contiguous work uniform.

F. 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. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

G. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

H. Do not use cutting torches until work area is cleared 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. Contractor to provide a fire watch as per NFPA.

I. Maintain adequate ventilation when using cutting torches.
J. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

K. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

L. Locate selective demolition equipment throughout the structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

M. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

N. Cut finish surfaces such as concrete, masonry, tile, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division.

O. Where new work joins existing construction, ensure that joinings are weather tight, sound and even in appearance.

P. Fixtures and outlets to be removed shall have their utility lines capped within walls or floors. Utility lines encountered in the work shall be capped, extended or reworked as necessary for completion of alterations.

3.06 DISPOSITION OF MATERIALS

A. Promptly remove from the site all materials resulting from demolition and alteration which are not to be reused.

B. Burning of materials on site is not permitted.

C. Store items to be reused in a protected location until reinstallation.

D. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION
SECTIO N 01 73 29
CUTTING AND PATCHING

PART 1  GENERAL

1.01  SECTION INCLUDES

A. This Section includes administrative and procedural requirements for cutting and patching.

B. Contractor shall be responsible for cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work or to:

1. Make its several parts fit together properly.

2. Uncover portions of the Work to provide for installation of ill-timed work.

3. Remove and replace defective work.

4. Remove and replace work not conforming to requirements of Contract Documents.

5. Remove samples of installed work as specified for testing.

6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.02  RELATED SECTIONS

A. Conditions of the Contract: Basic responsibilities of parties.

1.03  SUBMITTALS

A. Submit a written request to Architect and Program Manager 72 hours in advance of executing any cutting or alteration that affects:

1. The work of the Owner or any separate contractor.

2. The structural value or integrity of any element of the Project.

3. The integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.

4. The efficiency, operational life, maintenance or safety of operational elements.

5. The visual qualities of sight-exposed elements.

B. The request shall include:

1. Identification of the Project.

2. Description of the affected work.

3. The necessity for cutting, alteration or excavation.
4. The effect on the work of the Owner or any separate contractor, or on the structural or weatherproof integrity of the Project.

5. Description of the proposed work:
   a. The scope of cutting, patching, alteration, or excavation.
   b. The trades who will execute the work.
   c. Products proposed to be used.
   d. The extent of refinishing to be done.

6. Alternatives to cutting and patching.

   C. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution as specified in Section 01 60 00 - Product Requirements.

   D. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of unsatisfactory work.

1.04 QUALITY ASSURANCE

   A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
      1. Obtain approval of the cutting and patching proposal before cutting and patching structural elements.

   B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.

   C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.
      1. If possible retain the original Installer or fabricator to cut and patch the exposed Work. If it is impossible to engage the original Installer or fabricator, engage another recognized experienced and specialized firm.

1.05 WARRANTY

   A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.
PART 2 PRODUCTS

2.01 MATERIALS

A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 EXECUTION

3.01 INSPECTION

A. Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering work, inspect the conditions affecting the installation of Products, or performance of the work.

C. Report unsafe, unsatisfactory or questionable conditions to the Architect in writing; do not proceed with the work until the Architect has provided further instructions.

3.02 PREPARATION

A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the Work.

B. Provide devices and methods to protect other portions of the Project from damage.

C. Provide protection from the elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

E. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.03 PERFORMANCE

A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

2. Maintain safety requirements for hazards which may be created by cutting and patching.

B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original
Installer; comply with the original Installer’s recommendations.

1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.

4. Comply with requirements of applicable Division 31 Sections where cutting and patching requires excavating and backfilling.

5. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
   a. For continuous surfaces, refinish to nearest intersection.
   b. For an assembly, refinish the entire unit.

3.04 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION
SECTION 01 74 10

CLEANING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Execute cleaning, during progress of the Work, and at completion of the Work, within the building receiving work and the site to the standards as set forth in this section and the General Conditions.

1.02 RELATED SECTIONS

A. Section 01 74 19: Construction Waste Management and Disposal

B. Cleaning for specific products of work: The specification Section for that work.

1.03 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

1.04 QUALITY ASSURANCE

A. Conduct daily inspection, and more often if necessary to verify that the requirements of cleanliness are being met.

B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

D. All cleaning substances are to be clearly labeled.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

B. Provide on-site containers for the collection of waste materials, debris and rubbish.
C. Remove waste materials, debris and rubbish from the site on a weekly basis or more often as conditions require and dispose of at legal disposal areas away from the site.

D. Progress cleaning: Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.

E. Closing or insulating spaces: Prior to insulating or closing walls and concealed spaces (including attic and ceiling spaces), obtain Program Manager’s sign-off indicating that cleanliness of the space is acceptable.

3.02 DUST CONTROL

A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.

B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion. Schedule final cleaning as approved by the Program Manager to enable the Owner to accept a completely clean work.

B. Employ experienced workers or professional cleaners for final cleaning. Comply with manufacturer's instructions.

C. Remove labels that are not permanent labels.

D. Clean transparent materials, including mirrors and glass in doors and windows, both interior and exterior. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

E. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces. All other flooring surfaces are to be mopped and/or cleaned per manufacturer's recommendations.

F. For surfaces requiring routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished.

G. Ventilating Systems:

1. Clean permanent filters and replace disposable filters one week subsequent to building occupancy.

H. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps. Clean out all wye strainers after start-up (heat valves, main lines, and pumps).
I. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

J. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

K. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner and in accordance with Specification Section 01 74 19.

1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

L. Prior to final completion, or Owner occupancy, Contractor and Program Manager shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire Work is clean.

M. Prior to furniture installation and occupancy, thoroughly clean interiors, including cavities affected by construction, such as ceiling plenums.

N. After cleaning of interiors and prior to occupancy, vacuum HVAC ducts using compressed air or other mechanical means to dislodge and replace the air filters used during construction.

O. Ensure that cleaners used are selected for low toxicity and odor and do not emit toxic air pollutants, or they may prompt complaints. The health purposes of the final cleaning should be emphasized to cleaning staff.

Q. Clean or replace building HVAC system filters as part of the cleaning procedure prior to occupancy.

END OF SECTION
SECTION 01 74 17

SITE MAINTENANCE AND CLEANUP

PART 1 - GENERAL

A. Conduct daily inspections, and more often if necessary, to verify that requirements for project cleanliness are being met. In addition to the standards described in this section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

B. A Street Sweeper shall be provided for street sweeping, by the Contractor, where street sweeping is required due to waste generated by this contract.

PART 3 - EXECUTION

A. Maintain the site in a neat and orderly condition at all times, allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.

B. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material, and remove such items to the place designated for their storage. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of the work. At least once a week, and as directed by the Architect, completely remove all scrap, debris, and waste material from the job site.

C. Roadways on which construction is taking place shall be cleaned and swept of all materials attributed to or involved in the work with a mechanical street sweeper at least daily, or more often when specified in these Specifications or if ordered by the Program Manager. In addition, clean adjacent streets with an approved mechanical street sweeper at least once a week on Fridays.

D. Prior to completion of the work, remove from the job site all tools, surplus materials and soil, equipment, scrap, debris, and waste. Perform final cleaning of paved areas on the site with a mobile street sweeper and completely remove resultant debris. Schedule final cleaning prior to final inspection to enable the District to accept a completely clean project site.

E. Remove weeds, as necessary but at a minimum monthly by no chemical means.

F. Payment:

1. Full compensation for furnishing all labor, materials, tools and incidentals for doing all work for site maintenance and cleanup shall be included in other items of work and no separate payment will be made.

END OF SECTION
SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

B. Related Requirements Specified in Other Sections:

1. Section 01 33 00: Submittal Procedures

2. Section 01 74 10: Cleaning

3. Section 01 78 39: Project Record Documents


1.02 SUBSTANTIAL COMPLETION

A. Substantial Completion is defined in the General Conditions.

B. When Contractor considers the Work is substantially complete, he shall submit to Architect:

1. A written notice that the Work, or designated portion thereof, is substantially complete.

2. A list of items to be completed or corrected.

C. Within a reasonable time after receipt of such notice, Architect, Program Manager, and the District’s Inspector(s) will make an inspection to determine the status of completion.

D. Should it be determined that the Work is not substantially complete:

1. Architect will promptly notify the Contractor in writing, giving the reasons therefore.

2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Architect.

3. Architect, District’s Inspector(s) and/or Program Manager will re-inspect the Work.

1.03 FINAL INSPECTION

A. When Contractor considers the Work is complete, he shall submit written certification that:

1. Contract Documents have been reviewed.

2. Work has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in the presence of the Owner’s representative.
and are operational. HVAC system and pumps are to be operational for 7 days minimum.

5. Work is completed and ready for final inspection.

B. Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should Architect consider that the Work is incomplete or defective:

1. Architect will promptly notify the Contractor in writing, listing the incomplete or defective Work.

2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Architect that the work is complete.

3. Architect and/or Program Manager will re-inspect the Work.

D. When the Architect finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.04 RE-INSPECTION FEES

A. Should Architect perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

1. Owner will compensate Architect for such additional services.

2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 OPERATION & MAINTENANCE TRAINING FOR STAFF

A. Convene an on-site meeting, or series of meetings as necessary, to hand over the completed building to the Owner and to train operations staff. Participants should include:

1. Major consultants’ inspection personnel involved in mechanical, energy, and electrical systems.

2. A representative of the Contractor.

3. The lead electrical and mechanical technicians; and

4. All main operations, maintenance and building management staff, on behalf of the Owner.

1.06 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ARCHITECT

A. Evidence of compliance with requirements of governing authorities:

1. Certificate of Occupancy

2. Certificates of Inspection: As required by the respective sections of the Specification


B. All DSA required closeout documentation including Final Verified Reports, etc.
C. Project Record Documents: To requirements of Section 01 78 39

D. Operating and Maintenance Data, Instructions to Owner's Personnel: 3 Copies. To requirements of respective sections of Specifications and Maintenance Contracts

E. Final Waste Minimization Report

F. Warranties and Bonds: 3 Copies. Conditions of the Contract and respective sections of Specifications.

G. Keys and Keying Schedule: To requirements of Section 08 71 00, Door Hardware

H. Spare Parts and Maintenance Materials: To requirements of Sections of Specifications

I. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions

J. Certificate of Insurance for Products and Completed Operations

K. Testing and Balancing Reports

L. Commissioning Reports: Refer to requirements of Section 01 91 00: Commissioning

M. Updated list of Subcontractors

N. (1) CD containing closeout submittals listed above.

1.07 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to Program Manager.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
   a. Previous Change Orders
   b. Allowances
   c. Unit Prices
   d. Deductions for uncorrected work
   e. Penalties
   f. Deductions for liquidated damages
   g. Deductions for re-inspection payments
   h. Other adjustments

3. Total Contract Sum, as adjusted
4. Previous payments

   a. Sum remaining due

C. District will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract and Section 01 29 75, Applications and Certifications for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
PART 1  GENERAL

1.01  SECTION INCLUDES

A. This Section specifies administrative and procedural requirements for preparing, maintaining and submitting project record documents.

B. Related Requirements Specified in Other Sections:
   1. Separate Sections Requiring Record Drawings
   2. Shop Drawings, Product Data and Samples: Section 01 33 00

1.02  MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Maintain at the site for the Owner one record copy of:
   1. Contract Drawings
   2. Specifications
   3. Addenda
   4. Change Orders and other Modifications to the Contract
   5. Architect/Engineer Field Orders or written instructions
   6. Approved Shop Drawings, Product Data and Samples, MSDS sheets
   7. Field Test record
   8. Contractor’s completed Request For Information (RFI)
   9. DSA-stamped Drawings and Specifications

B. Store documents and samples in contractor's field office apart from documents used for construction.
   1. Provide files and racks for storage of documents.
   2. Provide secure storage space for storage of samples.

C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by Architect and/or Program Manager.
1.03 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.
   1. Do not conceal work until required information is recorded.

C. Drawings: Provide and keep up to date a complete record set of black line prints to show every change from original drawings. Making entries on the Drawings throughout the construction period: Using an erasable colored pencil, clearly describe the change by graphic line and note as required. Date all entries. Carefully transfer change date shown on the job set to the corresponding transparencies, coordinating the changes as required. Call attention to each entry by drawing a “cloud” around the area or areas and notes affected. Legibly mark to record actual construction:
   1. Depths of various elements of foundation in relation to finish first floor datum.
   2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
   4. Field changes of dimension and detail.
   5. Changes made by Field Order or by Change Order or as a result of a Contractor’s Request for Information.
   6. Details not on original contract drawings.

D. Upon completion of work, obtain Owner's Inspector's signature on the record set verifying information.

E. Specifications and Addenda: Legibly mark each section to record:
   1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
   2. Changes made by Architect’s Supplemental Instructions (ASI), by Change Order or as a result of a Contractor’s Request for Information.

1.04 SUBMITTAL

A. At Contract close-out, provide record information and deliver one copy of record drawings, specifications, addenda and all other record documents to Program Manager.

B. Accompany submittal with transmittal letter in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name and address
4. Title and number of each record document

5. Signature of Contractor or his authorized representative

C. Submit a copy of the transmittal letter to the Architect.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
SECTION 01 91 00

COMMISSIONING

PART 1 GENERAL

1.01 WORK INCLUDED

A. Selected building systems shall be commissioned. See Divisions 22, 23 and 26 for the equipment and systems to be commissioned.

B. Abbreviations

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>A/E</td>
<td>Architect and design Engineers</td>
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<tr>
<td>CC</td>
<td>Controls Contractor</td>
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<tr>
<td>CM</td>
<td>Construction Manager</td>
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<tr>
<td>Cx</td>
<td>Commissioning</td>
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<tr>
<td>CxA</td>
<td>Commissioning Agent</td>
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<tr>
<td>Cx Plan</td>
<td>Commissioning Plan document</td>
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<tr>
<td>EC</td>
<td>Electrical Contractor</td>
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<tr>
<td>FT</td>
<td>Functional performance test</td>
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<tr>
<td>GC</td>
<td>General Contractor (prime)</td>
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<tr>
<td>MC</td>
<td>Mechanical Contractor</td>
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<tr>
<td>PC</td>
<td>Pre-functional checklist</td>
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<tr>
<td>PM</td>
<td>Program Manager</td>
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<tr>
<td>Subs</td>
<td>Subcontractors to General</td>
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<tr>
<td>TAB</td>
<td>Test &amp; Balance Contractor</td>
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</tbody>
</table>

1.02 REFERENCES

A. ASHRAE - American Society of Heating, Refrigerating and Air Conditioning Engineers

B. NEMA - National Electrical Manufacturer’s Association

C. Underwriters’ Laboratories, Inc.: CL 778 — Motor Operated Water Pumps

D. American Society of Mechanical Engineers: ASME Section VIII — Boiler and Pressure Vessel Code — Pressure Vessels

1.03 DEFINITIONS

A. Building Commissioning (Cx) is a quality assurance process that has as its goal a building that operates efficiently, according to the design intent and has good indoor air quality. The term “Building Commissioning” encompasses thermal comfort, lighting and mechanical systems. Commissioning goals are achieved through a process of ensuring that all systems perform interactively and according to design intent under the full range of expected operating conditions. Meeting the operational needs and satisfying occupants’ health and comfort requirements over the predicted service life of the building are embodied in this process. The process extends through construction to occupancy, acceptance, and through the first year of operation. In this case, the three phases are the Design/Construction Documents, Construction, and Post-Occupancy phases.

B. Commissioning is a comprehensive and coordinated program to ensure that the building performs as designed and to optimize its operation for greatest energy conservation and occupant satisfaction. The purpose of commissioning:

1. Establish the performance goals for the project.

2. Implement a sequential method of checking and testing the project and its systems.

3. Help integrate and organize the design, construction and maintenance of the building’s systems.

C. Responsibilities

<table>
<thead>
<tr>
<th>RESPONSIBLE PARTY</th>
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<tbody>
<tr>
<td>ITEM</td>
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<tr>
<td>Pre-functional checklist</td>
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<tr>
<td>Start up reviews</td>
</tr>
<tr>
<td>Test and balance reports</td>
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<tr>
<td>Functional test reports</td>
</tr>
<tr>
<td>Operations and Maintenance manuals</td>
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<tr>
<td>Training of District Operating personnel</td>
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<tr>
<td>Post occupancy reviews</td>
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</tbody>
</table>

1.04 SYSTEM DESCRIPTION

A. The commissioning work shall include the pre-functional tests for each mechanical, electrical and plumbing equipment and system as specified in those specific sections. Buildings with unusual electrical or air-conditioning systems, or those with special “green features”, may require extra attention to be sure that they operate as designed.

B. See Divisions 22, 23, and 26 for mechanical systems commissioning.

1.05 SUBMITTALS

A. Commissioning Reports as detailed in Divisions 22, 23, and 26.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 REPORTING

A. Along with drawings and equipment manuals, a final commissioning report shall be submitted to the Owner. A complete commissioning report contains all records of the commissioning procedures, testing results, deficiency notices, and records of satisfactory corrections of deficiencies. In rare cases, commissioning may also extend to testing the building and systems several months or a year after occupancy. All documents created in the performance of the commissioning work shall be sent to the party responsible for reviewing the work.

B. Commissioning documents: The following documents shall be created for review. Include an
annotated source code for all control system programs in both hard copy and electronic form, complete with control point listings with set points and anticipated operating range. Ensure that all deficiencies and their successful correction are clearly documented.

1. Pre-functional checklist
2. Start up reviews
3. Test and balance reports
4. Functional test reports
5. Operations and maintenance manuals
6. Training confirmation
7. Post occupancy reviews

END OF SECTION