PROJECT MANUAL

Volume 1 of 3
New Elementary School Construction Project
Divisions 0 and 1

ROOSEVELT II (HENRY) ELEMENTARY SCHOOL
NEW ELEMENTARY SCHOOL CONSTRUCTION PROJECT
(BID NO. F09-02 RE-BID)

1250 West 14th Street, San Bernardino, CA 92411

BID ISSUANCE SET

OWNER
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 North F Street, San Bernardino, CA 92410

ARCHITECT
PSWC GROUP
1887 Business Center Drive, Suite 3, San Bernardino, CA 92408

CONSTRUCTION MANAGER
VANIR CONSTRUCTION MANAGEMENT, INC.
290 North D Street, Suite 900, San Bernardino, CA 92401
(909) 384-1785

RE-BID #F09-02 ROOSEVELT II (HENRY) E.S.

NEW CONSTRUCTION BID ISSUANCE SET 12/09/11

SECTION 00007

SEALS

DSA APPLICATION NO. 4-107199 **DSA FILE NO.** 36-55

ARCHITECT:

PSWC Group
1887 Business Center Drive, Suite 3
San Bernardino, CA 92408

LICENSED ARCHITECT
JAMES MICHAEL STINSON
C-19098
REN. 2/28/09
STATE OF CALIFORNIA

BY: _____
JAMES M. STINSON

STRUCTURAL ENGINEER:

THOMPSON & ASSOCIATES
2122 Walnut Street
Pasadena, CA 91107

REGISTERED PROFESSIONAL ENGINEER
JAMES H. THOMPSON
No. 1369
STRUCTURAL
STATE OF CALIFORNIA
License fee due 3-31-2009

BY: _____
JAMES THOMPSON

MECHANICAL ENGINEER:

SOUTH COAST ENGINEERING GROUP
5000 N. Parkway Calabasas Road, Suite 307
Calabasas, CA 91302

REGISTERED PROFESSIONAL ENGINEER
PETER A. KRAUT
No. M-31498
EXP. 12-31-08
MECHANICAL
STATE OF CALIFORNIA

BY: _____
PETER A. KRAUT

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
04 107199
AC MF FLS NUTAN PATEL SS
DATE DEC 21 2007

ACS: M. Fennell
FLS: NUTAN PATEL 12/17/07

Bid Issuance Set

ELECTRICAL ENGINEER:

FBA ENGINEERING

3420 Irvine Avenue, Suite 200

Newport Beach, CA 92660

REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZAJICEK
E 10372
EXP 09/30/08
ELECTRICAL
STATE OF CALIFORNIA

BY: _____

STEPHEN ZAJICEK

CIVIL ENGINEER:

FRACO ENTERPRISES

12139 Mount Vernon Avenue, Suite 210

Grand Terrace, CA 92313

REGISTERED PROFESSIONAL ENGINEER
MARIA I. FRASER
No. C 050408
Exp. 12-08
CIVIL
STATE OF CALIFORNIA

BY: _____

MARIA FRASER

DSA APPROVAL:

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

04 107199

AC MF FLS SS

DATE DEC 21 2007

Bid Issuance Set

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that **San Bernardino City Unified School District** invites sealed bids for the construction of **Roosevelt II (Henry) Elementary School New Elementary School Construction Project (Bid #F09-02 RE-BID).**

SUBMITTAL OF BIDS: All bids shall be made on the Bid Form furnished by the DISTRICT. Bid Forms, together with all required attachments to the Bid Form, shall be delivered to the DISTRICT **in a sealed envelope with a copy of the completed required bid cover sheet affixed to the outside of the envelope**, and placed in the **Bid Box** located in the **Lobby** of **San Bernardino City Unified School District Office, 777 North F Street, San Bernardino, CA 92410**, not later than **1:00 pm** on **Thursday, January 12, 2012**. Bid Forms received by the stipulated time will be promptly opened in public and read aloud at the time, date and location stated above. Bid Forms or Attachments thereto received after the stipulated time will be rejected and returned to BIDDERS unopened. Each bid shall be accompanied by a cashier's check made payable to the DISTRICT, or a satisfactory bid bond in favor of the DISTRICT, executed by the BIDDER as principal and a California admitted surety company as Surety, in an amount not less than ten percent (10%) of the Base Bid submitted by the BIDDER.

BID AND CONTRACT DOCUMENTS: The full notice inviting bids, bid documents and contract documents may be viewed and ordered through **C2 Reprographics' PlanWell Service** online by clicking on '**Public Planroom**' at **www.c2repro.com**. There is a **refundable** deposit of **three hundred dollars ($300.00)** for the first set, cashier or company check made payable to **San Bernardino City Unified School District**. Prospective BIDDERS may secure up to **one (1) refundable deposit bid set**. Deposits will be refunded upon return of said documents to **C2 Reprographics** in good condition within fourteen (14) calendar days after bids are opened. BIDDERs in need of more than one set of bid documents may purchase additional sets (only if available) for **$500.00** each; the charge for additional sets is non-refundable.

C2 Reprographics
1920 South Rochester Avenue, Suite #104
Ontario, CA 91761
Phone: (909) 418-6825
Public Plan room: www.c2repro.com

Bid documents are also available for viewing after **Monday, December 12, 2011**, at the following public plan rooms:

F.W. Dodge McGraw-Hill, Inc.
www.mcgraw-hill.com
8755 Flower Road, Suite "A"
Rancho Cucamonga, CA 91730 Phone: (909) 987-1579

2150 Town Center Place, Suite 100
Anaheim, CA 92806 Phone: (714) 937-0831

High Desert/Apple Valley Reprographics
www.hidesertplanroom.com
15353 Anacapa Road, Suite 1
Victorville, CA 92392 Phone: (760) 243-2111

Reed Construction Data
www.reedbusiness.com

REQUESTS FOR BID INFORMATION, CLARIFICATIONS, ADDENDA: Questions may be directed to the District's Construction Manager, **Vanir Construction Management, Inc.**, attn: **Joel Garnica** via email: **SBCUSD.Roosevelt2Bid@vanir.com,** or fax: **(909) 381-7634.** Please cc: **Greg Hammers, PSWC Group** via email: **greg@pswcgroup.com**, or fax: **(909) 890-2644**. Deadline to submit Requests for Bid Information (RFBI) is **4:00 pm, Wednesday, December 28, 2011**. All responses to Requests for Bid Information, clarifications and/or addenda will be issued by the District no later than **10:00 am, Thursday, January 5, 2012** to plan holders or registered plan reviewers only, and responses will be posted at the **C2 Reprographics** website at: **www.c2repro.com**.

PROJECT DELIVERY METHOD AND REQUIRED LICENSES: The work under this bid is a **"Multiple Prime" constructed** project of the **Facilities Management Department**. Licenses required are as follows:

Bid Package		License(s)
No.	**Description**	
01 -	General Construction / Building	B
02 -	Sitework (On-Site)	A and/or B
03 -	Off-Site Improvements & On/Off-Site Utilities	A and/or B
04 -	Mechanical & Plumbing	B and/or C20 and/or C36
05 -	Electrical	B and/or C10

Each Prime Contractor is responsible for the performance and completion of all items in the Summary of Work Section 01010. The Prime Contractors shall coordinate all work and shall cooperate with the other Prime Contractors and the Construction Manager as necessary to ensure progress and timely completion of the Work.

SCOPE OF WORK: Roosevelt II (Henry) Elementary SchoolNew Elementary School Construction Project (Bid #F09-02 RE-BID). Per Summary of Work Section 01010, the scope of work shall include but not be limited to:

> The project includes construction of a new K-5 elementary school, seven new buildings, two new lunch shelters, equipment and trash enclosures, and development of the entire site.

The full scope of work for each site is contained in the bidding documents, which may be viewed and ordered through **C2 Reprographics'** Plan Well Service.

GOALS AND REQUIREMENTS: BIDDERS must adhere to the District's Disabled Veteran Business Enterprise (DVBE) participation goal, prevailing wages and labor compliance program, and license requirements. Information regarding prevailing rate is available at www.dir.ca.gov. Information regarding DVBE is available at http://www.pd.dgs.ca.gov/smbus/default.htm, http://search.cadvbe.org/dvbes/search, and http://www.bidsync.com/DPXBisCASB.

PRE-BID CONFERENCE AND JOB WALK: A **Non-Mandatory Pre-Bid Conference** and a **Non-Mandatory Job Walk** will be held at the site by representatives of the DISTRICT for attendance by any interested BIDDER. **The conference and the walk** will commence at **9:00 am, Tuesday, December 6, 2011 at Roosevelt II (Henry) Elementary School Site, 1250 West 14th Street, San Bernardino, CA 92411.** All potential CONTRACTORS planning to submit a bid for the project **ARE ENCOURAGED** to attend the pre-bid conference and job walk to become familiar with the conditions of the jobsite and the project requirements; as well as to have the opportunity to request additional information.

BASIS OF AWARD: Consistent with Public Contract Code Section 20103.8 and Section 12D of the "Information for Bidders" relating to the use of alternate bids, the lowest responsible BIDDER for the project will be determined using the following method:

1. The lowest Bid shall be the lowest Base Bid without consideration of the prices on the additive or deductive alternates.

2. Once the lowest responsible BIDDER has been selected, the DISTRICT may determine to add to or deduct from the Contract one or more of the additive or deductive items.

The DISTRICT reserves the right to reject any or all bids and to waive irregularities in any bid.

PUBLICATION AND BID DATES:

First publication:	**Wednesday, November 23, 2011**
Second publication:	**Thursday, December 1, 2011**
Pre-Bid Conference/Job Walk:	**9:00 am, Tuesday, December 6, 2011**
RFBI Due Date:	**4:00 pm, Wednesday, December 28, 2011**
Addendum Due Date:	**10:00 am, Thursday, January 5, 2012**
Bid Due Date:	**1:00 pm, Thursday, January 12, 2012**
Board Agenda Item Due Date:	**January 17, 2012**
Board Award of Contract Date:	**February 6, 2012**

TABLE OF CONTENTS

SECTION	DESCRIPTION
	VOLUME 1 OF 3
DIVISION 0	**BIDDING AND CONTRACT REQUIREMENTS**
	BIDDING REQUIREMENTS
00007	Seals Page
00010	Notice Inviting Bids
00011	Table of Contents
00020	Information for Bidders
	BID FORMS
00030	Bid Cover Sheet
00100	Bid Form
00110	Bidder's Noncollusion Affidavit (Attachment No. 1 to Bid Form)
00120	Site Visit Certification (Attachement No. 2 to Bid Form)
00130	Certification of Compliance with DVBE Policy (Attachment No. 3 to Bid Form)
00140	Proposed Subcontractors (Attachment No. 4 to Bid Form)
00150	Bid Bond (Attachment No. 5 to Bid Form)
00160	Bidder References and Responsibility Information (Attachment No. 6 to Bid Form)
00170	Supplemental Bid Information (Attachment No. 7 to Bid Form)
00180	Supplemental Bid Information Alternates (Attachment No. 7 to Bid Form)
	CONTRACT FORMS
00200	Agreement Between District and Contractor
00210	Certificate Regarding Workers' Compensation (Attachment No. 1 to Agreement)
00220	Drug-Free Workplace Certification (Attachment No. 2 to Agreement)
00230	Statement of Intent to Meet DVBE Participation Goal (Attachment No. 3 to Agreement)
00240	Faithful Performance Bond Form (Attachment No. 4 to Agreement)
00250	Payment Bond Form (Attachment No. 5 to Agreement)
00260	Vendor Tax Information (Attachment No. 6 to Agreement)
00270	Certification of Non-Utilization of Asbestos Material (Attachment No. 7 to Agreement)
00280	Prime/General Contractor Information (Attachment No. 8 to Agreement)
00290	Contractor Prevailing Wage Compliance Certification (Attachment No. 9 to Agreement)
00300	Guarantee (Attachment No. 10 to Agreement)
00310	Criminal Records Checks Certification Forms (Attachment No. 11 to Agreement)
00700	General Conditions (Includes Table of Contents)
00800	Supplementary General Conditions
00810	Special Conditions
DIVISION 1	**GENERAL REQUIREMENTS**
01010	Summary of Work
01015	Contractors Use of the Premises
01105	Phasing of the Work
01210	Allowances
01230	Alternates
01250	Substitution Procedures
01305	Regulatory Requirements
01310	Project Coordination and Meetings
01312	Construction Indoor Air Quality
01314	Labor Compliance Program (LCP) Coordination
01322	Construction Project Schedule
01330	Submittal Procedures

REFERENCE VOLUME 1 OF 3

SECTION	DESCRIPTION
01340	Construction Demolition Waste Management
01356	Alteration Project Procedures
01357	Contractor Safety Requirements
01450	Quality Control
01453	Expansion Anchors and Powder Actuated Fasteners
01455	Testing and Inspection
01500	Temporary Facilities and Controls
01585	Project Signs
01600	Material and Equipment
01620	Storage and Protection
01710	Cleaning
01712	Field Engineering
01739	Cutting and Patching
01770	Closeout Procedures
01786	Warranties (Guarantees) and Bonds
01789	Project Record Documents
01790	Fire Safety

REF. VOLUME 1 OF 3

VOLUME 2 OF 3

2 OF 3

02200	Storm Water Pollution Prevention Plan (SWPPP)

VOLUME 3 OF 3

REFERENCE VOLUME 3 OF 3

DIVISION 2	SITE WORK
02230	Site Clearing
02310	Grading
02315	Excavation
02316	Filling and Backfilling
02317	Trenching for Site Utilities
02361	Soil Treatment for Termite Control
02510	Water Distribution
02511	Fire Protection Water Line
02515	Disinfection of Water Distribution System
02535	Sanitary Sewer Piping
02551	Site Gas Distribution
02635	Storm Drainage Piping
02741	Bituminous Concrete Paving
02751	Portland Cement Concrete Paving
02765	Pavement Markings
02792	Playground Surfacing – Locking Rubber Tiles
02821	Chain Link Fences and Gates
02843	Parking Bumpers
02881	Playground Equipment
02910	Landscaping
02915	Irrigation Systems

DIVISION 3	CONCRETE
03100	Concrete Forms and Accessories
03200	Concrete Reinforcement
03300	Cast-in-Place Concrete

DIVISION 4	MASONRY
04810	Unit Masonry Assemblies

SECTION	DESCRIPTION
DIVISION 5	**METALS**
05120	Structural Steel
05500	Metal Fabrications
05520	Handrails and Railings
05810	Expansion Joint Cover Assemblies
DIVISION 6	**WOOD, PLASTIC, AND COMPOSITES**
06100	Rough Carpentry
06181	Glued-Laminated Structural Units
06200	Finish Carpentry
06410	Custom Cabinets
06605	Fiberglass Reinforced Plastic Panels
DIVISION 7	**THERMAL AND MOISTURE PROTECTION**
07130	Sheet Waterproofing
07140	Fluid-Applied Waterproofing
07190	Water Repellents
07212	Batt Insulation
07311	Asphalt Shingles
07510	Built-Up Bituminous Roofing
07620	Sheet Metal Flashing and Trim
07720	Roof Hatches
07840	Firestopping
07900	Joint Sealers
DIVISION 8	**DOORS AND WINDOWS**
08110	Hollow Metal Doors/ Frames
08210	Wood Doors
08310	Access Doors and Panels
08330	Counter Coiling Doors
08625	Tubular Skylights
08710	Finish Hardware
08800	Glass and Glazing
DIVISION 9	**FINISHES**
09206	Metal Lath
09220	Portland Cement Plaster
09260	Gypsum Board Assemblies
09300	Ceramic Tile
09302	Quarrry Tile
09505	Acoustical Tile Ceilings
09511	Suspended Acoustical Panel Ceilings
09650	Resilient Flooring
09681.2	6 Foot Roll Goods Vinyl Backed Carpet
09681.3	Vinyl Backed Walk-Off Mat
09720	Wall Covering
09900	Paints and Coatings
09965	Anti-Graffiti Coating
	SPECIALTIES
10105	Markerboards and Tackboards
10121	Tackable Wall Systems
10170	Plastic Toilet Compartments

REFERENCE VOLUME 3 OF 3

SECTION	DESCRIPTION
10350	Flagpoles
10400	Identification Devices
10405	Detectable Warning Systems
10420	Cast Bronze Plaques
10426	Signage and Graphics
10500	Lockers
10523	Fire Extinguishers, Cabinets, and Accessories
10651	Operable Panel Partitions
10810	Toilet Accessories
DIVISION 11	**EQUIPMENT**
11400	Food Service Equipment
11401	Custom Fabricated Food Service Equipment
11405	Food Service Equipment - Walk-in
11425	Hood and Ventilation Equipment
11450	Appliance Equipment
DIVISION 12	**FURNISHINGS**
12492	Horizontal Louver Blinds
12494	Curtain and Track - Cubicle
12495	Curtain and Track
DIVISION 13	**SPECIAL CONSTRUCTION**
13915	Fire-Suppression System
DIVISION 14	**CONVEYING SYSTEM**
	NOT USED
DIVISION 15	**MECHANICAL**
15050	Basic Mechanical Materials and Methods
15060	Hangers and Supports
15075	Mechanical Identification
15080	Mechanical Insulation
15085	Plumbing Insulation
15110	Valves
15122	Meters and Gages
15140	Domestic Water Piping
15150	Sanitary Waste and Vent Piping
15160	Storm Drainage Piping
15194	Fuel Gas Piping
15410	Plumbing Fixtures
15430	Plumbing Specialties
15732	Rooftop Air Conditioners
15815	Metal Ducts
15820	Duct Accessories
15834	Air Curtains
15838	Power Ventilators
15855	Diffusers, Registers, and Grilles
15900	Building Management System
15950	Testing, Adjusting, and Balancing

REFERENCE VOLUME 3 OF 3

SECTION	DESCRIPTION
DIVISION 16	**ELECTRICAL**
16010	Electrical General Provisions
16050	Basic Electrical Materials and Methods
16111	Conduit and Wire
16114	Cable Tray
16160	Panelboards and Terminal Cabinets
16250	Automatic Transfer Switch
16425	Switchboards
16480	Motor Control Equipment
16500	Lighting Fixtures
16620	Standby Power
16720	Integrated Fire Alarm / Security System
16745	Telephone System
16760	Integrated Communication System
16761	Clock System
16762	Data System
16771	Autonomous Public Address Systems
16931	Occupancy Motion Sensors

END OF SECTION

List of Exhibits

Geotechnical Investigation Report, dated March 5, 2007, by Converse Consultants

Water Service Atlas Maps

Mitigation Monitoring Report Program (CEQA Negative Declaration Requirements)

Southern California Edison Electrical Service Plan

INFORMATION FOR BIDDERS

1. BIDDING DOCUMENTS AND BID PREPARATION: Bidding Documents consist of the Bidding Requirements and the Contract Documents. The Bidding Requirements consist of the Notice Inviting Bids, Information for Bidders, the Bid Form (including Attachments described herein), and Bid Cover Sheet. The Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to the execution of the Contract.

Bids shall be prepared on the Bid Form (including all attachments), and shall be submitted at such time and place as is stated in the Notice Inviting Bids. The Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, prepared and submitted in accordance with the Bidding Documents. All blanks in the Bid form must be appropriately filled in.

All Bids shall be submitted in sealed envelopes bearing on the outside the completed Bid Cover Sheet form containing the name of the BIDDER, address of the BIDDER, the name of the project for which the Bid is submitted, and the bid package number when applicable. It is the sole responsibility of the BIDDER to see that the Bid is received by the DISTRICT in proper time. Any Bid received after the scheduled closing time for receipt of Bids will be returned to the BIDDER unopened. No Bids may be submitted by facsimile or e-mail.

2. PROJECT: Contractor's Bid must include everything necessary for and incidental to executing and completing all Work for the Project named below, as described in the Notice Inviting Bids, the Summary of the Work, and the Contract Documents.

Roosevelt II (Henry) Elementary School
New Elementary School Construction Project

3. BID SETS AND DEPOSITS: Deposits for Bid Sets taken by the Bidders will be returned in full when all sets issued have been received at the designated location in good condition within **fourteen (14)** calendar days after the Bid Opening date. Sets received after **fourteen (14)** calendar days, or sets received in unusable condition for construction purposes, will not qualify for deposit return and said deposit will be forfeited.

The successful BIDDER may retain Bid sets without forfeiture; the number of such sets will be deducted from the number allowed for construction purposes as provided for herein. Subcontractors shall obtain construction sets ONLY from the successful BIDDER.

4. ADDENDA: Addenda are written or graphic instruments issued by the DISTRICT prior to the execution of the Contract to modify or interpret Bidding Documents by additions, deletions, clarifications or corrections. Addenda issued during the bidding period shall be included in the Bid and will be made a part of the Contract. BIDDERs shall list in the Bid Form each Addendum received.

A. Addenda will be prepared and issued to BIDDERs at the option of the DISTRICT.

B. Name and telephone number of the BIDDER's representative who is responsible for the bidding procedure and the receipt of Addenda shall be filed at the pick-up location.

C. Addenda may be issued only to BIDDERs who have obtained Bid sets at the designated pick-up location and to Plan Rooms where Bidding Documents are on file.

D. Addenda issued more than 72 hours prior to the Bid Due Date will be sent to BIDDERs and Plan Rooms via UPS.

E. Addenda containing any material changes, additions or deletions issued less than 72 hours from the Bid Due Date will cause the Bid Due Date and time to be extended so as to provide a minimum of 72 hours between the issuance of the Addenda and the Bid closing.

F. No extension will be given for non-material Addenda.

G. Addenda will NOT be transmitted to BIDDERs or Plan Rooms via Facsimile Copier (FAX).

H. BIDDERs shall be responsible for confirming they are in receipt of all Addenda.

5. BID SECURITY: As stipulated in the Notice Inviting Bids , each Bid shall be accompanied by a cashier's check made payable to the DISTRICT or a satisfactory Bid bond in favor of the DISTRICT, executed by the BIDDER and a California-admitted surety company as Surety, in an amount not less than ten percent (10%) of the Base Bid. The check or Bid bond shall be given as a guarantee that the BIDDER will execute the contract if it is awarded to it, in conformity with the contract documents, and will provide the surety bonds as specified in the General Conditions within ten (10) calendar days after notification of the DISTRICT's award of the contract to the BIDDER. In case of refusal or failure to execute the Agreement and to provide the bonds and other documents within ten (10) calendar days of the award, the, cashier's check or Bid bond, as the case may be, shall be forfeited to the DISTRICT, as liquidated damages.

6. BIDS: Bids to receive consideration shall be made in compliance with the following instructions:

A. Bids shall be prepared and delivered in accordance with the Notice Inviting Bids and on the approved Bid Form.

B. Bids shall be for the elements of the Work listed on the Bid Form, and shall contain no recapitulation of work to be performed. Proposals other than those specifically requested will not be considered.

C. Bids shall provide stipulated sums that include all items of expense necessary for completion of the Work of the Contract.

D. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount of the Bids shall govern.

E. In the event of an error between the actual sum of the Base Bid Without Allowances plus the Allowances and the amount written in for the Base Bid, the value written in for the Base Bid shall govern.

F No combination bids for multiple-prime contracts will be accepted.

G. Bids for multiple packages must be submitted on separate bid forms including envelope and attachments. Bids for multiple packages on a single form will not be accepted.

H. BIDDERs shall carefully examine and understand the Contract Documents, including drawings, specifications, Scope of Work, and all forms contained in the Project Manual, and shall visit the site of the Work and fully inform themselves as to all existing conditions and limitations.

7. SIGNATURE: The Bid must be signed in the name of the BIDDER and must bear the signature in longhand of the person or persons authorized to sign the Bid on behalf of the BIDDER. All signatures shall be in ink.

8. MODIFICATIONS: Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative proposals or any other modification of the Bid Form which is not specifically called for in the Contract Documents will result in the DISTRICT's rejection of the Bid as not being responsive to the Notice Inviting Bids. No oral, facsimile (FAX) or telephonic modification of any Bid submitted will be considered.

9. ERASURES: The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the Bid.

10. WITHDRAWAL OF BIDS: Any BIDDER may withdraw its Bid, either personally or by written notice at any time prior to the scheduled Bid Due Date. No Bid, once opened and read, may be withdrawn for a period of **one hundred twenty (120) consecutive calendar days** after the Bid Opening Date.

11. OPENING OF BIDS: Bids shall be opened and publicly read aloud at the time and place stipulated in the Notice Inviting Bids.

12. AWARD OF CONTRACT OR REJECTION OF BIDS:

A. The contract will be awarded to the firm submitting the lowest responsible BID complying with the bidding requirements. The DISTRICT, however, reserves the right to reject any or all Bids and to waive any irregularities and informalities in any Bid or in the Bidding for any reason.

B. Qualified Bids are not acceptable to the DISTRICT. Bids with qualifications will be rejected without consideration.

C. BIDDERs are advised that Bids or Attachments thereto received after the Bid Due Date and time will be rejected.

BIDDERs are advised that all Attachments to the Bid Form as listed in the Notice Inviting Bids or described herein, are required and shall be submitted as stipulated herein. Missing, incomplete or non-responsive Attachments will serve as grounds for rejection of the entire Bid.

D. Alternates: If alternate Bids are called for, the Notice Inviting Bids shall specify which one of the following methods will be used to determine the lowest Bid:

(1) The lowest Bid shall be the lowest Bid price on the Base Bid without consideration of the prices on the additive or deductive alternates.

(2) The lowest Bid shall be the lowest total of the Bid prices on the Base Bid and those additive or deductive alternates that are specifically identified in the Notice Inviting Bids as being used for the purpose of determining the lowest Bid price;

(3) The lowest Bid shall be the lowest total of the Bid prices on the Base Bid and those additive or deductive alternates taken in order from the specifically identified list of those items, depending upon available funds as identified in the Notice Inviting Bids.

(4) The lowest Bid shall be determined in a manner that prevents any information that would identify any of the BIDDERs from being revealed to the DISTRICT before the ranking of all BIDDERs from lowest to highest has been determined.

13. FILING OF BID PROTESTS:

BIDDERs may file a "protest" of a contract award with the DISTRICT's Director of Purchasing. In order for a BIDDER's protest to be considered valid, the protest must:

A. Be filed timely and in writing (as detailed in this section).

B. Clearly identify the specific accusation involved.

C. Clearly identify the specific DISTRICT recommendation or decision being protested.

D. Specify, in detail, the grounds of the protest and the facts supporting the protest.

E. Include all relevant, supporting documentation with the protest at the time of filing.

If the protest does not comply with each and every one of the above- requirements, it will be rejected as invalid.

A protest regarding the recommended award of a contract based on Bids solicited by the Notice Inviting Bids must be filed in writing with the DISTRICT within five (5) Calendar Days after the Bid Opening Date.

If all the required information is submitted, the DISTRICT will review the basis of the protest and all relevant information. The DISTRICT will deny or concur with the protest and provide a public written decision.

14. AGREEMENT: The Agreement form (contract) which the successful BIDDER as contractor will be required to execute is included in the Project Manual and shall be carefully examined by the BIDDER prior to submitting its proposal. (At time of award, copies of the Agreement form and Attachments for final execution will be forwarded to Contractor.

Do not submit with the Bid copies of the Agreement or Bond Forms that are in the Project Manual).

15. INTERPRETATION OF PLANS, DRAWINGS AND DOCUMENTS: If any person contemplating submitting a Bid for proposed Work is in doubt as to the true meaning of any part of the Bidding or Contract Documents, or finds discrepancies in or omissions from those documents, that person shall submit to the DISTRICT a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretations of proposed documents will be made only by an Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of the Contract Documents as provided herein. DISTRICT will not be responsible for any other explanation or interpretation of documents. BIDDERs are cautioned to accept interpretations in writing only.

The DISTRICT will respond to all written/faxed BIDDER's inquiries received at least eight (8) days before the scheduled Bid Opening Date for which, in its sole judgment, a response is in the best interest of the DISTRICT. Where such interpretation or clarification requires a change in the Bid Documents, the DISTRICT will prepare and issue an Addendum to the Bid Documents. The DISTRICT will not be bound by, and BIDDER shall not rely upon, any oral interpretation or clarification of the Bid Documents.

16. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, file, or be interested in more than one prime Bid for the same work, or bid package of work, except for alternate Bids that are specifically called for in the Bidding Requirements.

A person, firm, or corporation that has submitted a sub-proposal to a prime BIDDER, or that has quoted prices of materials to a prime BIDDER, is not disqualified from submitting a sub-proposal or quoting prices to other prime BIDDERs, but is prohibited from submitting a bid as a Prime Contractor.

A BIDDER submitting both a prime proposal and a sub-proposal for the same work will render its prime proposal non-responsive. No combination bids of more than one bid package will be accepted.

17. SUBCONTRACTORS: BIDDERs are hereby notified that the DISTRICT will not recognize subcontractors as having any function in the Work other than as employees of the Prime Contractor. BIDDERs shall refer to the General Conditions with reference to employees and to the Bidding Requirements and General Conditions with reference to subcontractors. The BIDDERs shall be responsible for subcontractors having read the General Conditions, Supplementary Conditions and Special Conditions, and for being familiar with terms and conditions of the Contract Documents as said terms and conditions may affect their work, prior to submitting their Bid.

18. LISTING SUBCONTRACTORS: Each BIDDER shall submit a list of the proposed subcontractors on the project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sec. 4100 et seq.) on the forms provided with the Bidding Requirements. The business location, phone number, and license number are required for each subcontractor proposed or the Bid will be deemed non-responsive.

19. DRAWINGS AND PROJECT MANUALS FURNISHED: The DISTRICT will furnish the successful BIDDER with two (2) complete sets of the Drawings and Project Manuals pertinent to work for construction purposes. Additional copies required may be purchased for an amount equal to printing costs. BIDDERs are hereby notified that all such Drawings and Project Manuals are the property of the DISTRICT and are loaned to the successful BIDDER for duration of the Work. Any re-use of these documents, in whole or in part, for any purpose, is prohibited.

20. TIME FOR COMPLETION: Time is of the essence in execution of the Contract for this Work. BIDDER shall refer in its bid to acceptance of the time of execution.

21. EVIDENCE OF RESPONSIBILITY: Upon the request of the DISTRICT, a BIDDER whose Bid is under consideration for award of contract shall submit promptly to the DISTRICT satisfactory evidence showing the BIDDER's financial resources, experience, organization and plant facilities available for the performance of the contract.

22. LIABILITY AND PROPERTY INSURANCE: BIDDER's attention is specifically directed to requirements of the General Conditions and the Supplementary Conditions, with reference to liability and property insurance, and to the provisions in the Agreement for progress payments, hold harmless agreement, final payment, subsurface hazardous materials encountered and liquidated damages. Cost of premiums for insurance coverage shall be borne as follows:

A. Comprehensive General Liability: Contractor's cost, included in contract sum. *NOTE: Contractor shall take note of liability limits for contracts in excess of $500,000.00.*

B. Property Damage Liability: Contractor's cost, included in contract sum.

C. Worker's Compensation: Contractor's cost, included in contract sum.

D. DISTRICT's Liability Insurance: DISTRICT's cost.

E. Property Insurance: DISTRICT's cost.

F. Boiler and Machinery Insurance: DISTRICT's cost.

23. WORKERS' COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to its employees. Prior to performing work under this contract, Contractor shall sign and file with DISTRICT the "Certificate Regarding Workers Compensation,", which includes the following: "I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract."

24. CONTRACT PROCEDURE: Following the receipt of bids and the DISTRICT confirming that all required documents are in order:

A. The DISTRICT will issue to the lowest responsive BIDDER a "Notice of Award." The DISTRICT will be bound to enter into the Agreement provided that the Contractor, in a timely manner, completes the acts described in the following paragraph.

B. Following the issuance of the "Notice of Award", the successful BIDDER shall post the Performance and Payment Bonds, provide certificates of insurance, and return executed copies of the Agreement, Bonds and required attachments to the agreement to the District.

25. HOLD HARMLESS AGREEMENT: The Contractor agrees to and does hereby indemnify, defend and hold harmless the DISTRICT, ARCHITECT, ARCHITECT'S CONSULTANTS, PROGRAM MANAGER, CONSTRUCTION MANAGER, the INSPECTOR OF RECORD and each of their officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

A. Liability for damage for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any other person, firm or corporation employed by the Contractor upon or in connection with the work called for in this agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, ARCHITECT, ARCHITECT'S CONSULTANTS, PROGRAM MANAGER, CONSTRUCTION MANAGER, THE INSPECTOR OF RECORD or each of their officers, agents or independent contractors who are directly employed by the DISTRICT or for defects in design furnished by such persons.

B. Any injury to or death of persons or damage to property sustained by any person, firm or corporation, including the DISTRICT, ARCHITECT, ARCHITECT'S CONSULTANTS, PROGRAM MANAGER, CONSTRUCTION MANAGER and the INSPECTOR OF RECORD, arising out of, or in any way connected with the work covered by this agreement, whether on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, ARCHITECT, ARCHITECT'S CONSULTANTS, PROGRAM MANAGER, CONSTRUCTION MANAGER, the INSPECTOR OF RECORD and each of their officers, employees, agents or independent contractors who are directly employed by the DISTRICT or for design defects furnished by such persons.

C. Any dispute between Contractor and Contractor's subcontractors, suppliers and sureties, including, but not limited to, stop notice actions.

The Contractor, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, ARCHITECT, ARCHITECT'S CONSULTANTS, PROGRAM MANAGER, CONSTRUCTION MANAGER, THE INSPECTOR OF RECORD, and each of their officers, agents or employees on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT, ARCHITECT, ARCHITECT'S CONSULTANTS, PROGRAM MANAGER, CONSTRUCTION MANAGER, the INSPECTOR OF RECORD and each of their officers, agents or employees in any action, suit or other proceedings as a result thereof.

26. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each BIDDER shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction project so that he may fully understand the facilities, difficulties and restrictions affecting the execution of the work under the contract. BIDDERs shall thoroughly examine and be familiar with the Contract Documents. The failure or omission of any BIDDER to obtain or examine any Contract Documents, Addenda, forms, instruments, or other documents, or to visit the site and acquaint themselves with existing conditions, shall in no way relieve any BIDDER from obligations with respect to its Bid or to the Contract. The submission of a Bid will be taken by the DISTRICT as prima facie evidence of compliance with all requirements of this section.

27. ANTI-DISCRIMINATION: It is the policy of the DISTRICT that in connection with all work performed under contracts, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, medical conditions, sexual orientation or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code 12900 and Labor Code 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed for the work by the Contractor.

28. NO TELEPHONE AVAILABILITY: BIDDERs are advised that on the Bid Due Date telephones WILL NOT be available at the DISTRICT for use by BIDDERS, their sub-contract bidders, or other representatives.

29. LICENSE REQUIRED: Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all BIDDERs must possess proper licenses for performance of this Contract. At the time of bid, and for the duration of the Contract, if awarded, Contractors shall possess the following California Contractor's license in order to perform the specified Bid Package of Work.

Bid Package	**License**
01 – General Construction / Building	B
02 – Sitework (On-Site)	A and/or B
03 - Off-Site Improvements and On / Off-Site Utilities	A and/or B
04 – Mechanical & Plumbing	B and/or C20 and/or C36
05 - Electrical	B and/or C10

Subcontractors must possess the appropriate licenses for each specialty subcontracted. Contractors must verify license requirements of local jurisdictions.

30. CERTIFICATIONS AND OTHER ATTACHMENTS TO BID FORM: All BIDDERs are required to execute and submit with their bids the following certifications, affidavits, and other attachments to the Bid Form:

1. BIDDER's Non-collusion Affidavit, identified herein as Attachment No. 1 to Bid Form as required by Public Contract Code, Section 7106.

2. Site Visit Certification, identified herein as Attachment No. 2 to Bid Form.

3. Certification of Compliance with DVBE Policy, identified herein as Attachment No. 3 to Bid Form.

4. Proposed Subcontractors, identified herein as Attachment No. 4 to Bid Form.

5. Bid Bond Form, identified herein as Attachment No. 5 to Bid Form.

6. BIDDER References and Responsibility Information, identified herein as Attachment No. 6 to Bid Form.

7. Supplemental Bid Information (Allowances), identified herein as Attachment No. 7 to Bid Form

8. Supplemental Bid Information (Alternates), identified herein as Attachment No.8 to Bid Form.

31. CERTIFICATIONS AND OTHER ATTACHMENTS TO AGREEMENT: Prior to execution of the AGREEMENT, the successful BIDDER shall submit the following certifications:

1 Certificate Regarding Worker's Compensation, identified herein as Attachment No. 1 to Agreement.

2 Drug-Free Work Place Certification, identified herein as Attachment No. 2 to Agreement.

3 Statement of Intent to Meet DVBE Participation Goal, identified herein as Attachment No. 3 to Agreement. (BIDDERs are advised to review carefully the attachments referenced herein and the procedures for implementation of DVBE Participation contracting goals.)

4 Faithful Performance Bond Form, identified herein as Attachment No. 4 to Agreement.

5 Payment Bond Form, identified herein as Attachment No. 5 to Agreement.

6 Vendor Tax Information, identified herein as Attachment No. 6 to Agreement.

7 Certification of Non-Utilization of Asbestos Material, identified herein as Attachment No. 7 to Agreement.

8 Prime/General Contractor Information, identified herein as Attachment No. 8 to Agreement.

9 Contractor Prevailing Wage Compliance Certification, identified herein as Attachment No. 9 to Agreement.

10 Guarantee, identified herein as Attachment No. 10 to Agreement.

11 Criminal Records Checks.Certification Forms, identified herein as Attachment No. 11 to Agreement.

All BIDDERs are advised to retain the certifications until the successful BIDDER has been confirmed and an Agreement for the work has been executed.

32. CERTIFICATIONS REQUIRED PRIOR TO COMMENCING WORK: Prior to commencing work on the Project, the successful BIDDER shall submit the following certifications:

A. Criminal Records Check Certification Form (part of Att. 11 above).

B. Proof of Worker's Compensation.

33. BID DEPOSIT RETURN: Bid Security of three or more low BIDDERs, the number being at the discretion of the DISTRICT, will be held for **one hundred twenty (120) consecutive calendar days** or until posting by the successful BIDDER of the bonds and certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned. Bid Security of other BIDDERs will be returned after opening of the Bids.

34. DISTRICT'S RIGHTS: The DISTRICT may investigate the qualifications of any BIDDER under consideration, require confirmation of information furnished by the BIDDER, and require additional evidence of qualifications to perform the work described in the Bid Documents. The DISTRICT reserves the right to any or all of the following:

- □ Reject any or all of the Bids.
- □ Cancel the entire Notice Inviting Bids.
- □ Issue subsequent Notice Inviting Bids.
- □ Seek the assistance of outside technical experts to validate one or more Bid(s).
- □ Disapprove the use of particular subcontractors.
- □ Waive informalities and irregularities in Bids.

The Notice Inviting Bids does not commit the DISTRICT to enter into a contract, nor does it obligate the DISTRICT to pay any costs incurred in preparation and submission of Bids or in anticipation of a contract.

35. RESPONSIBILITY CRITERIA: Responsibility is the apparent ability of the BIDDER to successfully meet and complete the requirements of the Contract. The DISTRICT reserves the right to consider the financial responsibility and general competency of each BIDDER, as well as its reputation within the industry. DISTRICT may request, and apparent low BIDDER shall provide, a financial statement, audited if necessary, including

the BIDDER's latest balance sheet and income statement. The DISTRICT expects that each BIDDER will fully and truthfully disclose all information required of the BIDDER by the Bid Documents. The prospective contractor, in order to be evaluated by the DISTRICT as being a responsible contractor, may be requested to confirm the following responsibility criteria:

A. Has or can secure adequate financial resources to perform the contract;

B. Is able to meet the performance or delivery schedule of the contract, taking into consideration other business commitments; and

C. Has a satisfactory record of performance. A contractor seriously deficient in current contract performance, considering the number of contracts and extent of the deficiencies, is presumed not to meet this requirement unless the deficiencies are beyond its control or there is evidence to establish its responsibility notwithstanding the deficiencies. Evidence of such satisfactory performance record should show that the contractor:

(1) Has a satisfactory record of integrity in its dealings with government agencies and with subcontractors, and is otherwise qualified to receive an award under applicable laws and regulations;

(2) Has the necessary organization, experience, satisfactory safety record, accounting and operational controls and technical skills or the ability to obtain them; and

(3) Has the necessary production, construction, and technical equipment and facilities or the ability to obtain them.

36. WAGE RATES, TRAVEL AND SUBSISTENCE:

(a) Pursuant to Labor Code Sections 1770 et. seq., the DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the DISTRICT for any interested party on request and are also available from the Director of the Department of Industrial Relations. The CONTRACTOR shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site. The general prevailing rate of per diem wages can also be located on the internet at the following web address: www.dir.ca.gov

(b) Any worker employed to perform work on the Project and the specified work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified

therein for the classification which most nearly corresponds to the employment of such person in such classification.

(c) Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1/2) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

(d) The CONTRACTOR shall post, at appropriate, conspicuous, weatherproof points at the site, a schedule showing all determined minimum wage rates that were actually earned for work at the site.

(e) It is the CONTRACTOR's responsibility to ensure that the appropriate prevailing rates of per diem wages are paid for each classification, both for the CONTRACTOR's employees and for all subcontractors' employees.

37. LABOR COMPLIANCE: . Pursuant to Labor Code Section 1771.7, the DISTRICT has adopted an approved Labor Compliance Program, initially approved on June 13, 2003, which is applicable to this Project. Any Contractor to whom a contract for the Work is awarded by the DISTRICT shall comply with the provisions of the California Labor Code and the DISTRICT's Labor Compliance Program, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the Work is to be performed in accordance with Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code and the obligation to comply with Section 1777.5 of the California Labor Code governing employment of apprentices.

38. TOBACCO-FREE SITE: The site is designated to be tobacco-free. The Contractor will enforce this requirement upon his personnel, his subcontractors' personnel, and all persons entering the site.

39. PERFORMANCE OF WORK WITH OWN FORCE: CONTRACTOR shall perform at least **15%** of the Work associated with the BASE BID WITHOUT ALLOWANCES without the services of any subcontractor. The 15% shall be exclusive of any office management work, office supervisory work, office clerical work, site supervisory work, site management work, site clerical work, and Temporary Facilities and Controls as identified in Section 01500. CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents.

END OF DOCUMENT

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

BID COVER SHEET

BID NO.: F09-02 RE-BID **BID DUE:** 1:00 pm, Thursday, January 12, 2012

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project

THE WORK UNDER THIS BID IS A PROJECT OF: Facilities Management Department

BID PACKAGE SUBMITTAL FOR BID PACKAGE NO. ☐

BIDDER/ CONTRACTOR: _____

BIDDER TELEPHONE & CONTACT PERSON _____

CONTENTS MUST INCLUDE: (Please Check Each Box)

Attachments:

- ☐ **1 - Bidder's Non-Collusion Affidavit**
- ☐ **2 - Site Visit Certification**
- ☐ **3 - Certification of Compliance with DVBE Policy)**
- ☐ **4 - Proposed Subcontractors**
- ☐ **5 - Bid Bond Form**
- ☐ **6 - Bidder References & Responsibility Information**
- ☐ **7 - Supplemental Bid Information (Allowances)**
- ☐ **8 - Supplemental Bid Information (Alternates)**

SUBMIT BID TO: **BID BOX - LOBBY DEPARTMENT**
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 NORTH F STREET, SAN BERNARDINO, CA 92410

Each Bidder/Contractor must complete the information on this sheet and affix this sheet to the outside of their bid envelope by gluing or taping.

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

BID FORM

TO: **San Bernardino City Unified School District**, acting by and through its Governing Board, herein called the "DISTRICT."

FROM: _____
(Proper Name of Bidder)

1. Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract and the Contract Documents, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the Work of the Contract, including all of its component parts, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; the furnishing of tools, equipment, supplies, transportation, utilities, facilities, labor, superintendence and services required to perform and complete the work; bonds, insurance and submittals; and including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract, including its acceptance by the DISTRICT, for the following Project:

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project

Bid Package: (Select One Only)

- ☐ 01 – General Construction / Building
- ☐ 02 – Sitework (On-Site)
- ☐ 03 - Off-Site Improvements and On / Off-Site Utilities
- ☐ 04 – Mechanical & Plumbing
- ☐ 05 - Electrical

in the DISTRICT described above, all in strict conformance with the Contract Documents on file at the DISTRICT office.

2. ADDENDA

The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: *(Bidder to list all addenda)*

ADDENDUM NO. 1 DATE RECEIVED Incorporated in Bid Docs
ADDENDUM NO. 2 DATE RECEIVED Incorporated in Bid Docs
ADDENDUM NO. 3 DATE RECEIVED Incorporated in Bid Docs

ADDENDUM NO. 4	DATE RECEIVED	Incorporated in Bid Docs
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____

3. BID AMOUNTS

3.1 **DESCRIPTION**	**LUMP SUM BID AMOUNT**
BASE BID WITHOUT ALLOWANCES (Amount in Numbers)	$
BASE BID NOT INCLUDING ALLOWANCES (Amount in Writing)	

3.2 **DESCRIPTION**	**LUMP SUM BID AMOUNT**
ALLOWANCE VALUE FROM ATTACHMENT 7 AS PERTAINS TO THIS BID PACKAGE (Amount in Numbers):	$
ALLOWANCE VALUE FROM ATTACHMENT 7 AS PERTAINS TO THIS BID PACKAGE (Amount in Writing):	

3.3 **DESCRIPTION**	**LUMP SUM BID AMOUNT**
BASE BID = SUM OF ITEMS 3.1+3.2 (Amount in Numbers):	$
BASE BID = SUM OF ITEMS 3.1+3.2 (Amount in Writing):	

The undersigned Bidder agrees to achieve Final Completion of the Work and all Major Milestones within the Contract Time set forth in the Contract Documents.

Note: Allowances are for the sole use of the District.

4. ALTERNATES: If applicable, Alternate amounts can be added to or deducted from the Awarded Contract at the DISTRICT's option. Reference the Notice Inviting Bids and the Information for Bidders for Basis of Award information. Refer to Section 01230 Alternates for description of work.

   Alternate prices shall be as noted in Attachment 8 Supplemental Bid Information (Alternates) Section 00180

5. TIME FOR COMPLETION: The aggregate sum total work of each individual prime Contractor to the DISTRICT comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **four hundred sixty (460) consecutive calendar days.** Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay.

6. DISTRICT'S RIGHT TO REJECT: It is understood that the DISTRICT reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of **one hundred twenty (120) days**.

7. BID SECURITY: The required bid security in the amount of not less than ten percent (10%) of the bid is attached hereto.

8. PROPOSED SUBCONTRACTORS: The required list of proposed subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of $100,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)

9. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Non-collusion Affidavit is attached hereto.

10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.

11. DVBE CERTIFICATION: The required Certification of Compliance with DVBE Policy is attached hereto.

12. CRIMINAL BACKGROUND CHECK CERTIFICATION: The required Criminal Background Check Certification will be submitted prior to Contractor commencing work on the project in accordance with the Notice Inviting Bids.

13. FAITHFUL PERFORMANCE AND PAYMENT BOND: It is understood and agreed that if written notice of the acceptance of this bid is mailed, FAXED, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a fully executed Form of Agreement (Contract) in the form attached hereto in accordance with the bid as accepted, and that it will also furnish and deliver to the DISTRICT six (6) executed copies of a Faithful Performance Bond and a separate Payment Bond as specified, and certificates of insurance, all within ten (10) calendar days after receipt of notification of the acceptance. Bidder further agrees that the work under the Contract will be commenced by the Bidder, if awarded the Contract, on the date to be stated in the DISTRICT's "Notice to Proceed" and will be completed within the time specified in the Contract documents.

14. PROPER ADDRESS: Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

_____

_____

15. NAME(S) OF PRINCIPALS: Principals of the Bidder's company are:

_____

_____

_____

(IMPORTANT NOTICE: If Bidder is a corporation, state legal name of corporation, as well as names of the president, secretary treasurer, and general manager thereof; if a partnership, state true name of firm, also names of all individual partners composing firm; if an individual, state names in full.)

16. The undersigned bidder declares that the bidder is licensed in the State of California as required by the Business and Professional Code in accordance with the act providing for registration of Contractors and the documentation of licensure is as follows:

	License No.	Classification	Expiration Date
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

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

Bidder certifies that the above-mentioned license(s) entitle(s) Bidder to provide the work required by the Contract, that such license will be in full force and effect throughout the duration of work under this Contract, and that any and all subcontractors to be employed for the work will have appropriate licenses.

17. <u>FORFEITURE OF SECURITY</u>: In the event the Bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds and return executed copies of the Form of Agreement with all required attachments within ten (10) calendar days from the date of the Notice of Award, the DISTRICT may declare the Bidder's bid deposit or bond forfeited as liquidated damages

18. <u>ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN CAUSES OF ACTION</u>: Pursuant to Section 4552 of the Government code, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

19. <u>IRCA</u>: The bidder hereby certifies that it is, and at all times during the performance of work hereunder will be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

20. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the Bidder will furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work of the Contract.

21. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed within **four hundred sixty (460) consecutive calendar days** from the date specified on the Notice to Proceed issued by the DISTRICT. Time is of the essence. The undersigned agrees that failure to complete the work or any scheduled activity within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **one thousand dollars ($1,000.00).**

    For a multiple-prime contract procurement, each Contractor shall refer to the General Requirements Section of the Specifications for the Construction Progress Schedule for the durations of individual activities contained within total project time. The above-specified liquidated damages will be assessed if any individual activity duration exceeds the time indicated for that activity on the Construction Progress Schedule.

22. CHANGE ORDER REQUESTS: Bidder understands and agrees that all change order requests must be submitted in the form set forth in the Contract Documents. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed by the Conditions of the Contract. Indirect costs, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized by the Contract Conditions will not be allowed.

The undersigned declares and certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____
Name of Corporation, Partnership or Sole Proprietor

_____
Address

Telephone:_____

_____
Proper Name of Bidder Empowered to Sign On Behalf of the Corporation, Partnership or Sole Proprietor

_____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers of agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her name and signature shall be placed above.

ATTACHMENTS TO BE COMPLETED AND SUBMITTED BY BIDDER:

To be submitted with Bid Form. Refer to Notice Inviting Bids.

1. Bidder's Non-Collusion Affidavit
2. Site Visit Certification
3. Certification of Compliance with DVBE Policy
4. Proposed Subcontractors
5. Bid Bond
6. Bidder References and Responsibility Information
7. Supplemental Bid Information (Allowances)
8. Supplemental Bid Information (Alternates)

To be Submitted with Executed Contract (Agreement) by Successful Bidder:

1. Certificate Regarding Worker's Compensation
2. Drug-Free Work Place Certification
3. Statement of Intent to Meet DVBE Participation Goal
4. Faithful Performance Bond Form
5. Payment Bond Form
6. Vendor Tax Information
7. Certification of Non-Utilization of Asbestos Material
8. Prime/General Contractor Information
9. Contractor Prevailing Wage Compliance Certification
10. Guarantee
11. Criminal Records Checks Certification Forms

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 1 TO BID FORM

BIDDERS' NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or

she is the _____ of _____ , the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that 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 or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____
CONTRACTOR

_____
Signature of Officer

_____
Typed Name of Officer

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20_____.

_____
Notary Public

My Commission Expires: _____

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 2 TO BID FORM

SITE VISIT CERTIFICATION

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties and restrictions associated with the execution of the work under contract.

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

I fully indemnify **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, the ARCHITECT, the PROGRAM MANAGER, the CONSTRUCTION MANAGER and all of their respective officers, agents, employees and consultants from any damage or omissions, related to conditions that could have been identified during my visit to the site.

_____
Signature of Bidder

_____
Typed Name of Bidder

SUBSCRIBED BEFORE ME on this _____ day of _____, 20_____.

_____
Notary Public

My Commission Expires: _____

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 3 TO BID FORM

CERTIFICATION OF COMPLIANCE WITH DVBE POLICY

Bid No.: **F09-02 RE-BID**

Project: **Roosevelt II (Henry) Elementary School New Elementary School Construction Project**

Policy No.: 3323 Disabled Veteran Business Enterprises

Project agreements for the construction and/or modernization of school facilities which are approved for funding by the State Allocation Board shall include the following language:

1. As required by the Education Code Section 17076.11, this Board has a participation goal for Disabled Veteran Business Enterprises of three percent, per year, of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District.

2. At the time of execution of a contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises in conjunction with the Contract, so that the District can assess its success at meeting this goal.

3. The Superintendent or designee shall devise a process for the implementation of this policy as defined in the Education Code and shall make any necessary revision to keep the policy current with State legislation.

Adopted by the Board of Education: May 2, 2000

The bidder/contractor agrees to comply with the above District DVBE policy:

Bidder/Contractor: _____

Signature: _____

Date: _____

ATTACHMENT NO. 4 TO BID FORM

PROPOSED SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each Bidder shall set forth below:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to a 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 a prime contractor, specially fabricates and installs a portion of the work or improvement according to the Contract Documents in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

Any information requested by the officer, department, board or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, description of work, and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board or commission for receipt of bids by prime contractors.

(b) The portion of the work which will be done by each subcontractor.

The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified and licensed to perform that portion himself per the requirements of the Information for Bidders, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall:

(a) Substitute any subcontractor,

(b) Permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or

(c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of Public Contract Code Section 4100 et seq. shall be deemed to be in violation of this contract and the DISTRICT may exercise the option, at its own discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved.

Prime Contractors bidding this work shall require, pursuant to Public Contract code article 4108, all subcontractors providing labor and materials in excess of $100,000.00 to supply an original signature and fully executed 100% Faithful Performance and 100% Payment Bond. All prime contractors bidding on this work must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids. Failure to comply with this requirement shall not preclude contractor from complying with the subcontractor bonding requirements.

Bonds are required for each specification section or combination of sections which exceed(s) the limit listed above.

The practice of issuing separate purchase orders and/or subcontracts for the purpose of circumventing the subcontractor bonding requirement shall not serve to exempt the Contractor from these requirements.

No payments, except for a reimbursement payment to the Prime Contractor for the cost of the Prime Contractor's own Faithful Performance and Payment Bonds, shall be made to the Prime Contractor until the Prime Contractor provides the aforementioned subcontractor bonds to the DISTRICT.

DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No

_____
NAME OF BIDDER

Signature: _____

Title: _____

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 5 TO BID FORM

BID BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS, that we _____, as CONTRACTOR/PRINCIPAL and _____, as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at _____, are held and firmly bound unto the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, hereinafter called the DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the CONTRACTOR/PRINCIPAL submitted to the said DISTRICT for the work described below for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the CONTRACTOR /PRINCIPAL has submitted the accompanying bid dated _____, 20____, for construction of the project known as:

Roosevelt II (Henry) Elementary School
New Elementary School Construction Project

Bid Package No. _____

NOW THEREFORE, the CONTRACTOR/PRINCIPAL shall not withdraw said bid within **one hundred twenty (120)** calendar days after said opening; and the CONTRACTOR/PRINCIPAL, when given Notice of Award, shall within ten (10) calendar days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the DISTRICT, in accordance with the bid as accepted and give bond 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 within the period specified or the failure to enter into such contract and give such bonds within the time specified, the CONTRACTOR/PRINCIPAL shall pay the DISTRICT the difference between the amount specified in said bid and the amount for which the DISTRICT may procure the required work and/or supplies of the latter amount be in excess of the former, together with all costs incurred by the DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, CONTRACTOR/PRINCIPAL and Surety shall pay all costs incurred by the DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____
CONTRACTOR/PRINCIPAL

_____
By: (Signature)

_____
Print Name

(Corporate Seal)

_____
SURETY

_____
By: (Signature)

_____
Print Name

_____
Title

_____
Address

_____
Telephone No.

(Attach Attorney-in-Fact Certificate)

(Attach All-Purpose Notary Acknowledgment for Surety Signature)

ATTACHMENT NO. 6 TO BID FORM

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

GENERAL INFORMATION REQUIRED FROM BIDDER

The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory matter. Such rejection would, if applicable, be based upon the principal that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, the District reserves the right to utilize, and bidder agrees to provide District with all possible sources of information in assisting District to make its determination, including, but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports; bidder's most recent financial statements (unaudited and audited, as requested by District); inquiries to companies and public entities for which the bidder has previously performed work; reference checks and examination of all public records.

The bidder must also demonstrate knowledge of school construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least three (3) public agency customers served within the past three (3) years with requirements similar to the needs of the San Bernardino City Unified School District.

FAILURE TO FURNISH THE REFERENCES AND OTHER INFORMATION AS REQUESTED (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

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

1. Firm name and address:

   _____

   _____

2. Telephone: _____

3. Type of firm: (Check one)

Individual ____ Partnership ____ Corporation ____ Joint Venture _____

4. Contractor's License: Primary class _____

License No. _____ Expiration Date: _____

Supplemental classifications held, if any, and license number(s) and expiration date(s):

_____

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

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

5. Have you ever been licensed under a different name or different license number? _____.
If Yes, give name and license number. _____

6. Names and titles of all officers of the firm:

_____ _____

_____ _____

_____ _____

7. Number of years as a contractor in construction work of this type: _____

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

Name and Title: _____
Date of Inspection: _____

9. How many years experience in school construction work has your organization had?
_____
(a) as a general contractor? _____
(b) as a subcontractor? _____

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety? If the answer is "Yes", give dates, name and address of surety and details.

_____

_____

_____

_____

11. Have you been assessed liquidated damages for any project in the past three years? _____ If Yes, explain: _____

_____

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

_____

_____

13. Have you ever failed to complete a project in the last three years? _____ If so, give owner and details:

_____

_____

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

Name	Address	Telephone
		(_____) _____
		(_____) _____
		(_____) _____

15. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the DISTRICT or Architect? If so, please elaborate.

_____

_____

REFERENCE INFORMATION REQUIRED FROM BIDDER

LIST OF REFERENCES

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

1. Name of Agency: _____

   Agency Address and Telephone: _____

   Contact Person: _____

   Type of Construction Project: _____

   Contract Amount: _____

2. Name of Agency: _____

   Agency Address and Telephone: _____

   Contact Person: _____

   Type of Construction Project: _____

   Contract Amount: _____

3. Name of Agency: _____

   Agency Address and Telephone: _____

   Contact Person: _____

   Type of Construction Project: _____

   Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20_____, State of _____ , City of _____, County of _____.

_____
Signature

_____
Title

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 7 TO BID FORM

SUPPLEMENTAL BID INFORMATION
ALLOWANCES

The Bidders shall provide on page 1, item 3.2 of the Bid Form the ALLOWANCE VALUE as it pertains to the bid package being proposed on.

ROOSEVELT II (HENRY) ELEMENTARY SCHOOL
NEW ELEMENTARY SCHOOL CONSTRUCTION PROJECT

Bidders shall incorporate the following supplemental information as part of their Bid (failure to comply with this requirement may render the proposal non-responsive and may cause its rejection). A value must be entered on the Bid Form for the Allowance that corresponds to the Bid Package that is being proposed on.

ALLOWANCE A1:
BID PACKAGE 01 – GENERAL CONSTRUCTION / BUILDING
Unforeseen Conditions and Supplemental Work as defined in Section 01210 Allowances.

Allowance A1 Total Allowance Value: $175,000.00

If providing a bid for Bid Package 01, the following amount must be _____ entered into item 3.2 of the Bid Form Section 00100

ALLOWANCE A2:
BID PACKAGE 02 – SITEWORK (ON-SITE)
Unforeseen Conditions as defined in Section 01210 Allowances.

Allowance A2 Total Allowance Value: $80,000.00

If providing a bid for Bid Package 02, the following amount must be _____ entered into item 3.2 of the Bid Form Section 00100

ALLOWANCE A3:
BID PACKAGE 03 – OFF-SITE IMPROVEMENTS AND ON / OFF-SITE UTILITIES
Unforeseen Conditions as defined in Section 01210 Allowances.

Allowance A3 Total Allowance Value: $25,000.00

If providing a bid for Bid Package 03, the following amount must be _____ entered into item 3.2 of the Bid Form Section 00100

ALLOWANCE A4:
BID PACKAGE 04 – MECHANICAL & PLUMBING
Unforeseen Conditions as defined in Section 01210 Allowances.

Allowance A4 Total Allowance Value: $35,000.00

If providing a bid for Bid Package 04, the following amount must be entered into item 3.2 of the Bid Form Section 00100

ALLOWANCE A5:
BID PACKAGE 05 – ELECTRICAL
Unforeseen Conditions as defined in Section 01210 Allowances.

Allowance A5 Total Allowance Value: $35,000.00

If providing a bid for Bid Package 05, the following amount must be entered into item 3.2 of the Bid Form Section 00100

The BASE BID identified as item 3.3 of the Bid Form Section 00100 shall be the sum of Total ALLOWANCE VALUE that pertains to the Bid Package being proposed and the BASE BID WITHOUT ALLOWANCES from item 3.1 of the Bid Form Section 00100.

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 8 TO BID FORM

SUPPLEMENTAL BID INFORMATION
ALTERNATES

The Bidders shall provide, on this form, a listing of the proposed price for each identified Alternate as it pertains to the work of the Bid Package being proposed on. Reference Specification Section 01230 Alternates for a complete description of the work required for each identified alternate.

Price shall include all associated costs required to perform the work including applicable markups and any incidental work required.

Bidders shall incorporate the following supplemental information as part of their Bid (failure to comply with this requirement may render the proposal non-responsive and may cause its rejection). A value must be entered for each Alternate that corresponds to the Bid Package that is being proposed on.

BID PACKAGE 01 – GENERAL CONSTRUCTION / BUILDING

		PRICE
ALTERNATE #1 – Learning Walls / Added Casework / HP Laminate at Casework	**ADDITIVE**	
ALTERNATE #2 – Tack Wall Surface at Classrooms	**DEDUCTIVE**	
ALTERNATE #3 – Solar Tubes including Structural and Architectural Modifications	**ADDITIVE**	
ALTERNATE #4 – Louver Blinds / Stage Curtains	**ADDITIVE**	

If providing a bid for Bid Package 01, the following prices must be provided _____

BID PACKAGE 02 – SITEWORK (ON-SITE)

		PRICE
ALTERNATE #5 – Playground Equipment / Play Surfacing / Monument Signs	**ADDITIVE**	

If providing a bid for Bid Package 02, the following prices must be provided _____

BID PACKAGE 05 – ELECTRICAL

		PRICE
ALTERNATE #6 – Video Surveillance System Infrastructure	**ADDITIVE**	

If providing a bid for Bid Package 05, the following prices must be provided

The lowest Bid shall be the lowest BASE BID without consideration of the prices on the additive or deductive alternates.

AGREEMENT BETWEEN DISTRICT AND CONTRACTOR

THIS AGREEMENT made in **three** (3) copies on this _____, BY AND BETWEEN **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT,** San Bernardino County, California, hereinafter called the DISTRICT

and

_____. hereinafter called the CONTRACTOR. (CONTRACTOR's License No. _____).

WITNESSETH: That the DISTRICT and CONTRACTOR for the considerations hereinafter named agree as follows:

ARTICLE 1 - SCOPE OF THE WORK: CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the construction as indicated on the drawings and as described in the Project Manual for the complete project at:

Roosevelt II (Henry) Elementary School
New Elementary School Construction Project

Bid No. F09-02 RE-BID

Bid Package No. _____

and shall do everything required by the Agreement, the General Conditions of the Contract for Construction, Supplementary Conditions, Technical Specification Sections and Drawings and Addenda.

ARTICLE 2 - TIME FOR PROJECT COMPLETION: All work under this Contract shall be completed within a period of **four hundred sixty (460)** consecutive calendar days commencing with the Start Date indicated in the written Notice to Proceed received from the DISTRICT and all work under this contract shall be completed on or before completion date. CONTRACTOR shall refer to Section 01010 Summary of Work, Article 4 and the Preliminary Construction Schedule, Section 01310 Project Construction Schedule, and Article 17 of this Agreement for contractual obligation regarding individual activity durations.

ARTICLE 3 - THE AGREEMENT SUM: The DISTRICT shall pay the CONTRACTOR for the performance of this Contract, subject to the additions and deductions provided herein, the sum of:

_____

($ _____)

ARTICLE 4 - PROGRESS PAYMENTS: Based upon Applications for Payment submitted to the Architect by the CONTRACTOR and Certificates for Payment issued by the Architect, the DISTRICT shall make progress payments on account of the Agreement Sum to the CONTRACTOR as provided in Article 9 of the General Conditions and amended by the Supplementary Conditions.

ARTICLE 5 - RETENTION OF SECURITIES: Pursuant to Public Contract Code Section 22300, CONTRACTOR has the option to deposit securities with an escrow agent approved by the DISTRICT as a substitute for retention earnings withheld by the DISTRICT to ensure performance.

ARTICLE 6 - HOLD HARMLESS AGREEMENT: The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

A. Liability for damages for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, or for defects in design furnished by such persons.

B. Any injury to or death of persons or damage, loss or theft of any property, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, or for defects in design furnished by such persons.

C. Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors, suppliers, sureties, including, but not limited to, any stop notice actions.

D. The CONTRACTOR, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

ARTICLE 7 – PREVAILING WAGES

A. Wage rates for this project shall be in accordance with the "General Wage Determination Made By The Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, et seq., for San Bernardino County. Wage rates shall conform with those posted in the DISTRICT Office.

B. The following labor code sections are hereby referenced and made a part of this agreement:

1. Section 1735, Anti-Discrimination Requirements.
2. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
3. Section 1776, Payroll Records.
4. Section 1777.5 and 1777.6, Apprenticeship Requirements.
5. Section 1810 and 1811, Working Hour Restrictions.
6. Section 1813, Penalty for Failure to Pay Overtime.
7. Section 1815, Overtime Pay.

C. Submission of Certified Payroll is a Condition Precedent to Receipt of Payment. CONTRACTOR agrees that submission of Certified Payroll Records as well as all related or subsequent requests for supporting documents made by the DISTRICT or its Labor Compliance Plan ("LCP") shall be a condition precedent to receipt of progress, final, and or/retention payments on all State Funded Projects. The DISTRICT shall withhold any portion of the progress and/or final payments up to and including the entire payment until the Certified Payroll Records requirements is met by the CONTRACTOR. If the CONTRACTOR is determined to have failed to pay workers in compliance with the applicable prevailing wage sections of the Labor Code and the DISTRICT's LCP, the DISTRICT shall continue to withhold progress, final, or retention payments until sufficient funds have been withheld for payment of wages to workers and all applicable penalties imposed by the LCP.]

D. Forfeiture for Failure to Comply with Written Record Request. The CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of a written notice requesting Certified Payroll Records or supporting documents. In the event that the CONTRACTOR fails to comply within the 10-day period, he or she shall, as a penalty to the DISTRICT or its LCP, forfeit twenty-five ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards ("DAS") or the Department of Labor Standards and Enforcement ("DLSE"), these penalties shall be withheld from progress payments then due. A CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

E. Mandatory Attendance at Pre-Job Conference: CONTRACTOR and Sub-contractors are required to attend the DISTRICT's Pre-Job Conference. At the Pre-Job Conference, the DISTRICT's Labor Compliance Program (LCP) Plan will be explained and its Pre-Job Conference checklist will be reviewed. CONTRACTOR and Sub-contractors are required to sign the Checklist to verify attendance of the Pre-Job Conference.

ARTICLE 8 - RECORD AUDIT: In accordance with Government Code, Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 9 - CERTIFICATIONS:

A. Certifications of compliance with requirements for Worker's Compensation (Attachment No. 1 to Agreement), Drug-Free Work Place (Attachment No. 2 to Agreement) and CONTRACTOR Certification Education Code 45125.2 and 45125.1 (Attachment No. 3 to Agreement) and Prevailing Wage Certification (Attachment No. 4 to Agreement) are hereby made a part of this Agreement.

B. Prime Bidder's Certifications of compliance with requirements for Disabled Veteran Business Enterprise Participation, Good Faith Effort Worksheet are hereby made a part of this Agreement.

ARTICLE 10 - FINAL PAYMENT: Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the DISTRICT to the CONTRACTOR 35 days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 11 – CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT: In the event said CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of two (2) calendar days after receipt of written demand from DISTRICT to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said two (2) calendar days, fails to continue to do so, then the DISTRICT may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and my complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the DISTRICT to another contractor, or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the DISTRICT, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the DISTRICT, or the CONTRACTOR shall pay the DISTRICT the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the DISTRICT.

ARTICLE 12 – INSURANCE: CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, insurance with the limits shown below. CONTRACTOR shall require all subcontractors, if any, whether primary or secondary, to take out and maintain insurance in accordance with the limits shown in Supplementary General Conditions, Article 11.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than: $1,000,000.00 and subject to the same limit for each person on account of one accident, in an amount not less than: $1,000,000.00.

Property Damage Insurance in an amount not less than: $1,000,000.00

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

- Automotive and truck where operated in amounts as above
- Material hoist where used in amounts as above

ARTICLE 13 – CONTRACTOR'S LICENSE: CONTRACTOR must possess a **CLASS** _____ Contractor's License, issued by the State of California, which is current and in good standing.

ARTICLE 14 – CORPORATION IN GOOD STANDING: If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that _____ whose title is _____, is authorized to act for and bind the corporation.

ARTICLE 15 – PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

ARTICLE 16 - SUBSURFACE HAZARDOUS MATERIALS:

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

B. Upon receipt of said notification the DISTRICT will investigate the conditions, and if it finds that the conditions do materially so 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, the DISTRICT will issue a change order under the procedures described in the General Conditions.

C. 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 by 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.

ARTICLE 17 - LIQUIDATED DAMAGES: Pursuant to Government Code Section 53069.85, if Work is not completed within the Contract Time or in strict accordance with the Project Schedule, It is understood, acknowledged and agreed that the DISTRICT will suffer damage. It is therefore agreed that the CONTRACTOR will pay the DISTRICT the sum of **ONE THOUSAND DOLLARS ($1,000.00)** for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the PROJECT Schedule for any individual contract activity. Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under provisions of the Agreement Documents.

Contractor is to refer to Section 01010 Summary of Work, Article 4 and the Preliminary Construction Schedule, and Section 01310 Project Construction Schedule for duration of individual activities contained within the **four hundred sixty (460)** calendar day project requirement. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

ARTICLE 18 – COMPONENT PARTS OF THE AGREEMENT: The Agreement entered into by this Agreement consists of the following Agreement Documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

Notice Inviting Bids
Information for Bidders
Bid Cover Sheet
Scope of Work Summary
Bid Form
Non-Collusion Affidavit
Site Visit Certification
DVBE Certification
Designation of Subcontractors
Bid Bond
Bidders Reference and Responsibility Information
Supplemental Bid Information (Allowances)
Supplemental Bid Information (Alternates)
Addenda
Agreement
Certification of Workers' Compensation
Certification of Drug Free Workplace
DVBE Participation Statement
Performance Bond
Labor and Materials Payment bond
Vendor Tax Information
Contractor's Certificate Regarding Non-Asbestos Containing Materials
Information Required from Bidder
Prevailing Wage Compliance Certification
Guarantee
Fingerprinting Requirements Under Assembly Bills 1610 and 1612
General Conditions and Supplementary General Conditions
Special Conditions
Project Construction Schedule
Plans and Specifications
Drawings
Change Orders
Shop Drawing Transmittals

All of the above named Agreement Documents are intended to be complementary. Work required by one of the above named Agreement Documents and to by others shall be done as if required by all.

ARTICLE 19 - BACKGROUND CHECK: CONTRACTOR agrees to comply with all provisions of Education Code Section 45125.1. CONTRACTOR shall conduct criminal background check of all employees assigned to the DISTRICT, and will certify that no employees who have been convicted of serious or violent felonies as specified in Education Code 45125, will have contact with students, pursuant to this Agreement. CONTRACTOR must provide the DISTRICT with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, at DISTRICT's sole discretion, termination of this Agreement.

ARTICLE 20 - DOCUMENT CONTROL PROGRAM: CONTRACTOR may be required to utilize the DISTRICT'S established standard, centralized, Internet-based document control program to record, attach, track and manager Transmittals, Requests for Information (RFIs), Submittals, Daily Reports, Meeting Minutes, Punch Lists and other documents as required. Software and training for the Contractor's document coordinator and managers will be provided by the DISTRICT at no charge to the CONTRACTOR.

ARTICLE 21 – ENTIRE AGREEMENT: The complete Agreement as set forth in Article 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the DISTRICT.

_____	**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**
(CONTRACTOR)	(DISTRICT)
By: _____	By: _____
	Mohammad Z. Islam
_____	Chief Business and Financial Officer
Official Title	Official Title
Date: _____	Date: _____
Address	
_____	
_____	
Official Seal	

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 1 TO AGREEMENT

CERTIFICATE REGARDING WORKERS' COMPENSATION

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 the State of California.

B. By securing from the Director of Industrial Relations, a certificate of consent to self-insure either as an individual employer, or as 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 its employees.

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

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

CONTRACTOR

_____
Signature

_____
Printed Name

_____
Official Title

ATTACHMENT NO. 2 TO AGREEMENT

DRUG-FREE WORKPLACE CERTIFICATION

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

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or sale of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

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

   1. The dangers of drug abuse in the workplace.

   2. The person's or organization's policy of maintaining a drug-free (controlled substances, tobacco and alcohol) workplace.

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

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

C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (A) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

Date: _____

CONTRACTOR NAME

_____
Signature

_____
Printed Name

_____
Official Title

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 3 TO AGREEMENT

STATEMENT OF INTENT TO MEET DVBE PARTICIPATION GOAL

In accordance with Education Code Section 17076.11, the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** has a participation goal for disabled veteran business enterprises (DVBE) of three percent, per year, of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction of new projects or modernization projects and expended each year by the District.

Set forth below is a list of the anticipated participation of DVBEs which _____ (the "Contractor"), intends to use as part of its Agreement for the construction of the **Roosevelt II (Henry) Elementary School New Elementary School Construction Project** (the "Project").

Prior to, and as a condition precedent for final payment under the Agreement for the Project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to DVBEs in conjunction with the Agreement, to show compliance in meeting the District's 3 percent goal.

The Contractor anticipates: (a) that _____ percent of the total dollar amount awarded to the Contractor will be paid to DVBEs and (b) the following DVBE subcontractors and/or suppliers will be used:

Names of DVBE subcontractors: _____

_____

_____

Names of DVBE suppliers: _____

_____

_____

_____ _____
Signature of Contractor Date

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 4 TO AGREEMENT

FAITHFUL PERFORMANCE BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** (hereinafter referred to as "DISTRICT") has awarded to _____, hereinafter designated as the "CONTRACTOR/PRINCIPAL" an agreement for the work described as follows:

ROOSEVELT II (HENRY) ELEMENTARY SCHOOL
NEW ELEMENTARY SCHOOL CONSTRUCTION PROJECT

Bid Package No. _____

(Hereinafter referred to as the "Public Work")

WHEREAS, the work to be performed by the CONTRACTOR/PRINCIPAL is more particularly set forth in that certain contract for the said Public Work dated _____, incorporated herein by this reference; and

WHEREAS, the CONTRACTOR/PRINCIPAL is required by said Contract to perform the terms thereof and to furnish a bond for the faithful performance of said contract.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounded CONTRACTOR/ PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the DISTRICT, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to DISTRICT a reasonable attorney's fee to be fixed by the Court.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year or longer if required by the Contract Documents after the acceptance of the work by DISTRICT, during which time if CONTRACTOR/PRINCIPAL shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during this period from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of CONTRACTOR/PRINCIPAL remains.

Whenever CONTRACTOR/PRINCIPAL shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the District's option:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to CONTRACTOR/PRINCIPAL by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the CONTRACTOR/ PRINCIPAL.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the CONTRACTOR/PRINCIPAL.

Surety shall not utilize CONTRACTOR/PRINCIPAL in completing the contract nor shall Surety accept a bid from CONTRACTOR/PRINCIPAL for completion of the work if the DISTRICT, when declaring the CONTRACTOR/PRINCIPAL in default, notifies Surety of the DISTRICT's objection to CONTRACTOR's/PRINCIPAL's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

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

No final settlement between the DISTRICT and the CONTRACTOR/PRINCIPAL shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

CONTRACTOR/PRINCIPAL and Surety agree that if the DISTRICT is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the DISTRICT's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

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

CONTRACTOR/PRINCIPAL:

_____
Name

By: _____

Signature: _____

SURETY:

_____

By: _____
Attorney-In-Fact

Signature: _____

The rate of premium on this bond is $_____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 750 as amended).

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California _____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 20_____, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the _____ (Surety) acknowledged to me that he subscribed the name of the _____(Surety) thereto and his own name as Attorney-In-Fact.

_____
Notary Public in and for said State

(SEAL)

Commission expires: _____

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

ATTACHMENT NO. 5 TO AGREEMENT

PAYMENT BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** (sometimes hereinafter referred to as "DISTRICT") has awarded to _____, (hereinafter designated as the "CONTRACTOR/PRINCIPAL"), an agreement dated _____, for work described as follows:

ROOSEVELT II (HENRY) ELEMENTARY SCHOOL
NEW ELEMENTARY SCHOOL CONSTRUCTION PROJECT

Bid Package No. _____

(Hereinafter referred to as the "Contract")

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, pursuant to Section 3247 et seq. of the California Civil Code.

NOW, THEREFORE, we, _____, the undersigned CONTRACTOR/PRINCIPAL and _____,Surety, a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of _____ **DOLLARS ($_____)**, said sum being not less than one hundred percent (100%) of the total amount payable by the said DISTRICT under the terms of the said Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if, said CONTRACTOR/ PRINCIPAL, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold and pay over to the Employment Development Department, any amounts required to be deducted, withheld and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original CONTRACTOR/ PRINCIPAL or on the part of any obligee named in such bond, but the sole condition of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

CONTRACTOR/PRINCIPAL:

_____
Name

By: _____

Signature _____

SURETY:

_____

By: _____
Attorney-In-Fact

Signature:_____

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

THIS IS A REQUIRED FORM

(Name and Address of Surety) _____

_____

(Name and Address of Agent or Representative for service of process in California if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 20____ before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the _____ (Surety) acknowledged to me that he subscribed the name of the (Surety) thereto and his own name as Attorney-In-Fact.

_____
Notary Public in and for said State

(SEAL)

Commission expires: _____

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

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 6 TO AGREEMENT

Vendor/Customer Name and Address
(Type or place label here)

Vendor Tax Information
(Substitute Form W-9)

INDIVIDUAL

Name of Individual as it appears on Social Security Card _____

Social Security Number (SSN) _____

Resident of California (Check One) YES ☐ NO ☐

SOLE PROPRIETOR

Name of Individual Owner _____

Business Name _____

Taxpayer Identification Number / SSN _____
(Use number that income from business will be reported

Resident of California (Check One) YES ☐ NO ☐

PARTNERSHIP

Name of Partnership _____

Federal Identification Number _____

Resident of California (Check One) YES ☐ NO ☐

CORPORATION

Name of Corporation _____

Federal Identification Number _____

Qualified to do business in California and/or permanent place of business in California (Check One) YES ☐ NO ☐

TAX EXEMPT ORGANIZATION/ENTITY

Name of Organization or Entity _____

Department or Unit, if applicable _____

Federal Identification Number _____

Why Are You Tax Exempt? _____

I hereby certify under penalty of perjury that the information provided on this document is true and correct.

Signature _____ Title _____ Date _____ Tel No. _____

Failure to furnish correct information and return this form will subject our payment(s) to you to 31% backup withholding per IRS regulations.

Return this Form to:
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 North F Street, San Bernardino, CA 92410
Attn: FACILITIES MANAGEMENT DEPARTMENT

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 7 TO AGREEMENT

CERTIFICATION OF NON-UTILIZATION OF ASBESTOS MATERIAL

PROJECT: _____

WE HEREBY CERTIFY THAT NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS HAVE BEEN INCORPORATED OR USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products are defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthopyhllite, tremolite and actinolite.

Any or all material containing greater than one-tenth of one percent (>0.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment shall be settled by electron microscopy; the cost of any such tests being paid by the Contractor.

All work or materials installed by the contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified Asbestos Consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The Asbestos Removal Contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The Asbestos Consultant shall be chosen and approved by the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

Subcontractor (if applicable):	General/Prime Contractor:
Name: _____	Name: _____
By: _____	By: _____
Signature: _____	Signature: _____

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 8 TO AGREEMENT

PRIME/GENERAL CONTRACTOR INFORMATION

Company Name: _____

Mailing Address: _____
_____
_____
_____

Delivery Address, if different: _____
_____
_____
_____

COMPANY CONTACTS

General Correspondence: _____ Phone: _____
Name & Title Fax: _____

Billing & Pay Requests: _____ Phone: _____
Name & Title Fax: _____

Field Issues/Coordination: _____ Phone: _____
Name & Title Fax: _____

Proposal Requests & Change Order Pricing: _____ Phone: _____
Name & Title Fax: _____
Phone: _____

Submittals: _____ Fax: _____
Name & Title Phone: _____

RFI's: _____ Fax: _____
Name & Title Phone:

24-Hour Emergency Contact

Name: _____
Title: _____
Phone #: _____
Pager #: _____

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 9 TO AGREEMENT

CONTRACTOR PREVAILING WAGE COMPLIANCE CERTIFICATION

To: San Bernardino City Unified School District
Facilities Management Department
777 North F Street, San Bernardino, CA 92410

I hereby certify that I will comply with the State of California Public Works Contract Requirements and Department of Industrial Relations Wage Orders regarding wages, benefits, on site audits with 48-hour notice, payroll records and apprentice and trainee employment requirements.

_____
CONTRACTOR

_____
CONTRACTOR'S PRINCIPAL'S SIGNATURE

_____
DATED

ATTACHMENT NO. 10 TO AGREEMENT

GUARANTEE

To: **San Bernardino City Unified School District**

Project: **Roosevelt II (Henry) Elementary School**
New Elementary School Construction Project

We hereby guarantee all the work we will perform, install or construct, both labor and materials, on the above Project (whether listed below or not):

(For reference, List Bid #, Bid Package # & Category) _____

_____

and guarantee that such work will be done in accordance with the Project Drawings, Specifications, and other Contract Documents, and that the Work as installed/constructed will fulfill the requirements included in the Contract Documents.

The undersigned agrees to repair or replace, at no cost to the District, any or all of such work, together with any other adjacent work which may be displaced/damaged in connection with such replacement, that may prove to be defective in workmanship or material within the Guarantee Period, ordinary wear and tear and unusual abuse or neglect excepted.

The Guarantee Period shall commence on the date of completion as specified in the Notice of Completion approved by the Board of Education of the San Bernardino City Unified School District and shall continue for the longer of: (a) a period of one (1) year; (b) a period in excess of one (1) year, as specified or required in any Section of the Contract Documents; (c) the duration of a manufacturer's guarantee extending beyond one (1) year.

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 ten (10) days after being notified in writing by the District of defects requiring correction pursuant to this guarantee, the undersigned authorizes the District to proceed to have said defects repaired/corrected and made good at the expense of the undersigned, which will pay all costs and charges therefore upon demand.

Prime/General Contractor or Subcontractor: _____

Name of Authorized Person to Sign for the above: _____

Signature of Authorized Person: _____

[IF ENTITY ABOVE IS A SUBCONTRACTOR, GENERAL CONTRACTOR MUST ALSO SIGN BELOW]

Prime/General Contractor: _____

Name of Authorized Person to Sign for the above: _____

Signature of Authorized Person: _____

Representative to be contacted for service:

Name: _____

Address: _____

_____

Phone Number: _____

PROJECT NAME: Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
BID NUMBER: F09-02 RE-BID

ATTACHMENT NO. 11 TO AGREEMENT

CRIMINAL RECORDS CHECKS CERTIFICATION FORMS

(Education Code Section 45125 et seq. and AB 1610 and AB 1612)

With respect to the Agreement dated _____, between the **San Bernardino City Unified School District ("DISTRICT")** and the **Contractor ("CONTRACTOR")**, for provision of construction services for the **Project: Roosevelt II (Henry) Elementary School New Elementary School Construction Project,**

[CHECK ONE]

☐ 1. It has been determined that the employees of (Name of Contractor or Subcontractor) have not been convicted of a violent or serious felony or that a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation has been approved by the DISTRICT., and no further action is necessary. (The DISTRICT-approved **"Contractor Certification /Request for Waiver"** and **"District Determination of Limited Contact"** included herein must be attached.)

☐ 2. It has been determined that the employees of (Name of Contractor or Subcontractor) will have more than limited contact with students and must comply with the provisions described below, in compliance with AB 1610 and 1612 and Section 45125 of the California Education Code.

[TO BE COMPLETED BY CONTRACTOR/SUBCONTRACTOR]

I, [Name of Contractor's Representative and Name of Contractor], certify that:

1. I have carefully read and understand the attached "Notice to Contractors/ Subcontractors Regarding Criminal Record Checks" (Education Code Section 45125.1) required by the passage of AB 1610 and AB 1612.

2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.

3. Employees who will be working on the DISTRICT project and may have contact with students are as follows (attach additional pages if necessary):

_____ _____

_____ _____

_____ _____

_____ _____

4. I have read the "Instructions to Contractors/Subcontractors Regarding Fingerprinting of Employees" and have followed the Department of Justice's procedures regarding fingerprinting of employees.

5. A fingerprint check of all of the listed employees has been conducted through the Department of Justice. This check determined that none of the listed employees have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7.

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

Executed at _____, California, on _____.
[date]

_____
[Contractor)]

_____
[Signature]

_____
[Typed or printed name]

_____
[Title]

_____
[Address]

_____
[Telephone]

NOTICE TO CONTRACTORS AND SUBCONTRACTORS REGARDING CRIMINAL RECORD CHECKS

(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice (DOJ) together with a fee determined by the DOJ to be sufficient to reimburse the Department for its costs incurred in processing the application.

The DOJ will ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ. When the DOJ ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 667.5(c), or a serious felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the DOJ shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the DOJ has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. The contractor shall provide a list of the names of its employees who may come in contact with pupils to the governing board of the school district.

Penal Code Section 667.5(c) lists the following violent felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following serious felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of a person's genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

INSTRUCTIONS TO CONTRACTORS AND SUBCONTRACTORS REGARDING FINGERPRINTING OF EMPLOYEES

If contractor's/subcontractor's employees will have more than limited contact with students during the construction of the project for the school district, contractor/subcontractor must comply with the following:

1. Contractor/subcontractor must furnish the Department of Justice ("DOJ") with a copy of the Construction Agreement.

2. Contractor/subcontractor must apply to the DOJ for approval to submit the fingerprints of all employees who will be working on the construction project for the school district and may have contact with students. (See attached DOJ Forms.)

3. Contractor/subcontractor must submit fingerprints of all applicable employees. The fingerprint processing fee is $32.00 for routine services and $42.00 for expedited services.

4. The contractor's/subcontractor's name, address, and telephone number must be provided on the front of the BID-7 fingerprint card under the contributing agency and address.

5. Contractor/subcontractor will be notified by telephone and in writing if an employee has been convicted of a serious/violent felony.

6. Contractor/subcontractor will receive written notification if the employee has <u>not</u> been convicted of a serious/violent felony.

7. The fingerprint card will be retained by the DOJ for subsequent arrest notification. Contractor/subcontractor should submit a Request for Subsequent Arrest Notification as soon as possible. (See DOJ Forms.)

8. The following DOJ Forms are required as part of execution of the awarded Contract:

   X Contract Employer - Request for Authorization (Education Code Section 451251.1) To Receive State Summary Criminal History Information (Penal Code Section 11105.3)
   X Applicant Fingerprint Card Follow-Up Request Form
   X Transmittal Form - Billed
   X Transmittal Form - Prepaid (Cash)
   X Contract for Subsequent Arrest Notification Service
   X Applicant Fingerprint Clearance Fees
   X Mailing Address - Applicant Submissions
   X No Longer Interested (NLI) Notification
   X Fingerprint Card Example for Contract Employers for Public Schools
   X Applicant Expedite Service

9. It is the contractor's responsibility to have its employees or subcontractors fingerprinted and checked for a criminal background <u>prior to</u> commencing work on the project.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

DISTRICT DETERMINATION OF LIMITED CONTACT BY EMPLOYEES OF CONTRACTOR OR SUBCONTRACTOR

Pursuant to Education Code Section 45125.1, it is necessary to determine whether the employees of a contractor/subcontractor will have more than limited contact with students of the District. Section 42515.1 includes factors such as the length of time the contractor/subcontractor will be on school grounds, whether the students will be in close proximity on the school site where the contractors will be working, and whether the contractor/subcontractors will be working by themselves or with others. In addition, the District should include the factors of frequency of contact with students, likelihood of contact with students, supervision by school employees and the physical characteristics of the school site.

With respect to [Roosevelt II (Henry) Elementary School New Elementary School Construction Project], relative to the contractors/subcontractors named below, the following findings are made:

[NAME OF CONTRACTORS/SUBCONTRACTORS]

1. Length of time - The contractor's/subcontractor's employees will be at the school site for approximately __*__ .
   (weeks, months)

2. Proximity to students - The contractor's/subcontractor's employees will be working approximately __*__distance from students.
   (i.e. number of feet or yards)

3. Working by themselves or others - The employees of the contractor/subcontractor will be working with __*__ other employees.
   (number)

4. Frequency of contact with students - Based on the nature of the contract, the employees of the contractor/subcontractor will be in contact with students of the District approximately _____*_____
   (no. of times per day, week or month)

5. Likelihood of contact with students - Due to the nature of the contract, the employees of the contractor/subcontractor will very likely have contact with students.
   _____YES _ _____ NO

   * Variable

6. Supervision by school employees -

   _____ Due to the nature of the contract, employees of the contractor/ subcontractor will be supervised by school employees in the following manner:_ .

   _____(describe)

   _____ Due to the nature of the contract, employees of the contractor/subcontractor will not be supervised by school employees.

7. Determination - Due to the physical characteristics of the school site, the nature of the contract and the location of the work:

_____ There will be more than limited contact and a fingerprint check will be necessary.

_____ There will only be limited contact and a fingerprint check is not necessary

_____ _____

Signature Date

_____

Superintendent or Other Authorized Agent

CONTRACTOR CERTIFICATION / REQUEST FOR WAIVER

Concerning Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the **Agreement** dated _____, between the **San Bernardino City Unified School District -- "DISTRICT" --** and _____ **"CONTRACTOR,"** for provision of construction services:

REQUIREMENTS-MET CERTIFICATION

A) ☐ **The CONTRACTOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1** and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

~~ OR ~~

REQUEST FOR WAIVER

B) ☐ **The CONTRACTOR requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation** for the following reason(s) permitted by Education Code section 45125.1 et seq.

The CONTRACTOR and its employees will have **NO CONTACT** with pupils. (No school-site services will be provided.)

☐ The CONTRACTOR and its employees will have **LIMITED CONTACT** with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether CONTRACTOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]

☐ The CONTRACTOR and its employees **WILL HAVE OTHER THAN LIMITED CONTACT** with pupils, but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)] (Check all methods to be used:)

- ☐ 1) Installation of a physical barrier at the worksite to limit contact with pupils
- ☐ 2) Continual supervision and monitoring of all employees of the CONTRACTOR by an employee of the CONTRACTOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
- ☐ 3) Surveillance of employees of the CONTRACTOR by school personnel

☐ The services provided by the CONTRACTOR are for an **"EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable"** [EC 45125.1(b)]

CERTIFICATION / WAIVER REQUEST BY CONTRACTOR or AUTHORIZED AGENT:

:

_____ *Signature* _____ *Title* _____ *Date*

Office use only	**WAIVER REQUEST:** ☐ **APPROVED---** ☐ **DENIED---** By: _____ , _____. Name / Title: Date ***Superintendent OR other Authorized Agent***

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

SECTION 00700

GENERAL CONDITIONS

TABLE OF CONTENTS

ARTICLE 1 - GENERAL CONDITIONS

1.1 **BASIC DEFINITIONS**

1.1.1 **THE CONTRACT DOCUMENTS**

1.1.2 **THE CONTRACT**

1.1.3 **THE WORK**

1.1.4 **THE SITE**

1.1.5 **THE PROJECT**

1.1.6 **THE DRAWINGS**

1.1.7 **THE SPECIFICATIONS**

1.1.8 **THE PROJECT MANUAL**

1.2 **EXECUTION, CORRELATION AND INTENT**

1.2.1 **THE PROJECT MANUAL**

1.2.1.1 ***Documents Complementary and Inclusive***

1.2.1.2 ***Coverage of the Drawings and Specifications***

1.2.1.3 ***Conflicts***

1.2.1.4 ***Conformance With Laws***

1.2.1.5 ***Ambiguity***

1.2.2 **ADDENDA AND DEFERRED APPROVALS**

1.2.2.1 ***Addenda***

1.2.2.2 ***Deferred Approvals***

1.2.3 **SPECIFICATION INTERPRETATION**

1.2.3.1 ***Approval***

1.2.3.2 ***As Shown, Etc.***

1.2.3.3 ***Project***

1.2.3.4 ***Provide***

1.2.3.5 ***General Conditions***

1.2.3.6 ***Abbreviations***

1.2.3.7 ***Plural***

1.2.3.8 ***Metric***

1.2.3.9 ***Work of the Contractor or Subcontractor***

1.2.3.10 ***Standard Specifications***

1.2.3.11 ***Absence of Modifiers***

1.2.4 **RULES OF DOCUMENTS INTERPRETATION**

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

ARTICLE 2 - DISTRICT

2.1 **DEFINITION**

2.2 **INFORMATION AND SERVICES REQUIRED OF THE DISTRICT**

2.2.1 **FINANCING AND FUNDING**

2.2.2 **SITE SURVEY**

2.2.3 **SOILS**

2.2.3.1 ***DISTRICT Furnished Services***

2.2.3.2 ***Contractor Reliance***

2.2.4 **UTILITY SURVEY**

2.2.5 **INFORMATION**

2.2.6 **EXISTING UTILITY LINES; REMOVAL, RELOCATION**
2.2.6.1 ***Removal, Relocation***
2.2.6.2 ***Assessment***
2.2.6.3 ***Notification***
2.2.6.4 ***Underground Utility Clearance***
2.2.7 **EASEMENTS**
2.2.8 **REASONABLE PROMPTNESS**
2.2.9 **COPIES FURNISHED**
2.2.10 **DUTIES CUMULATIVE**
2.3 **DISTRICT'S RIGHT TO STOP THE WORK**
2.4 **DISTRICT'S RIGHT TO CARRY OUT THE WORK**
2.5 **DISTRICT'S RIGHT TO TERMINATE AGREEMENT**

ARTICLE 3 - THE CONTRACTOR
3.1 **DEFINITION**
3.2 **SUPERVISION AND CONSTRUCTION PROCEDURES**
3.2.1 **CONTRACTOR**
3.2.2 **CONTRACTOR LICENSING**
3.2.3 **CONTRACTOR RESPONSIBILITY**
3.2.4 **OBLIGATIONS NOT CHANGED BY ARCHITECT'S ACTIONS**
3.2.5 **ACCEPTANCE/APPROVAL OF WORK**
3.2.6 **CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY**
3.3 **SUPERINTENDENT**
3.3.1 **FULL TIME SUPERINTENDENT**
3.3.2 **STAFF**
3.3.3. **RESPONSIBILITY FOR ACTS AND OMISSIONS**
3.3.4 **SUBSEQUENT WORK**
3.3.5 **RIGHT TO REMOVE**
3.4 **LABOR AND MATERIALS**
3.4.1 **CONTRACTOR TO PROVIDE**
3.4.2 **QUALITY**
3.4.3 **REPLACEMENT**
3.4.4 **DISCIPLINE**
3.4.5 **ORDERS**
3.4.6 **NONCONFORMING WORK OR MATERIALS**
3.5 **WARRANTY**
3.6 **TAXES**
3.7 **PERMITS, FEES AND NOTICES**
3.7.1 **PAYMENT**
3.7.2 **COMPLIANCE**
3.7.3 **CONTRACT DOCUMENTS**
3.7.4 **RESPONSIBILITY**
3.8 **ALLOWANCES**
3.8.1 **CONTRACT SUM**
3.8.2 **SCOPE**
3.8.2.1 ***Prompt Selection***
3.8.2.2 ***Cost***
3.8.2.3 ***Cost***
3.8.2.4 ***Contract Sum Adjustment***

3.9 **CONTRACTOR'S CONSTRUCTION SCHEDULES**
3.9.1 **REQUIREMENTS**
3.10 **DOCUMENTS AND SAMPLES AT THE SITE**
3.11 **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**
3.11.1 **SUBMITTALS DEFINED**
3.11.1.1 ***Shop Drawings***
3.11.1.2 ***Samples***
3.11.1.3 ***CONTRACTOR's Responsibility***
3.11.1.4 ***Extent of Review***
3.11.2 **DRAWING SUBMISSION PROCEDURE**
3.11.2.1 ***Transmittal Letter and Other Requirements***
3.11.2.2 ***Copies Required***
3.11.2.3 ***Corrections***
3.11.2.4 ***Approval Prior to Commencement of Work***
3.11.2.5 ***Responsibility for Errors***
3.11.3 **SAMPLE SUBMISSIONS PROCEDURE**
3.11.3.1 ***Samples Required***
3.11.3.2 ***Labels and Instructions***
3.11.3.3 ***Architect's Review***
3.11.3.4 ***Record Drawings and Annotated Specifications.***
3.11.3.5 ***Equipment Manuals.***
3.11.3.6 ***District's Property.***
3.11.4 **SUBSTITUTIONS**
3.11.4.1 ***One Product Specified.***
3.11.4.2 ***Two or More Products Specified.***
3.11.4.3 ***Substitution Request Form.***
3.11.4.4 ***List of Manufacturers and Products Required.***
3.11.5 **DEFERRED APPROVALS OF SUBSTITUTIONS**
3.12 **CUTTING AND PATCHING**
3.12.1 **SCOPE**
3.12.2 **CONSENT**
3.12.3 **STRUCTURAL MEMBERS**
3.12.4 **SUBSEQUENT REMOVAL**
3.13 **CLEANING UP**
3.13.1 **CONTRACTOR'S RESPONSIBILITY**
3.13.2 **FAILURE TO CLEANUP**
3.13.3 **CONSTRUCTION BUILDINGS**
3.14 **ACCESS TO WORK**
3.15 **ROYALTIES AND PATENTS**
3.15.1 **PAYMENT AND INDEMNITY**
3.15.2 **REVIEW**
3.16 **INDEMNIFICATION**
3.16.1 **SCOPE: CONTRACTOR**
3.16.2 **SCOPE: SUBCONTRACTORS**
3.16.2.1 ***Indemnity.***
3.16.2.2 ***Joint and Several Liability.***
3.16.3 **NO LIMITATION**

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 **ARCHITECT**

4.1.1 **DEFINITION**

4.1.2 **MODIFICATION**

4.1.3 **TERMINATION**

4.2 **ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

4.2.1 **STATUS**

4.2.2 **SITE VISITS**

4.2.3 **LIMITATIONS OF CONSTRUCTION RESPONSIBILITY**

4.2.4 **COMMUNICATIONS FACILITATING CONTRACTADMINISTRATION**

4.2.5 **PAYMENT APPLICATIONS**

4.2.6 **REJECTION OF WORK**

4.2.7 **CHANGE ORDERS**

4.2.8 **WARRANTIES UPON COMPLETION**

4.2.9 **INTERPRETATION**

4.2.10 **ADDITIONAL INSTRUCTIONS**

4.2.10.1 ***ARCHITECT'S Interpretations and Decisions.***

4.2.10.2 ***Typical Parts and Sections.***

4.2.10.3 ***Dimensions***

4.3 **INSPECTOR OF RECORD**

4.3.1 **GENERAL**

4.3.2 **INSPECTOR'S DUTIES**

4.3.3 **INSPECTOR'S AUTHORITY TO REJECT OR STOP WORK**

4.3.4 **INSPECTOR'S FACILITIES**

4.4 **RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES**

4.5 **CLAIMS AND DISPUTES**

4.5.1 **DEFINITION**

4.5.2 **DECISION OF ARCHITECT**

4.5.3 **TIME LIMIT ON CLAIMS**

4.5.4 **CONTINUING CONTRACT PERFORMANCE**

4.5.5 **CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

4.5.5.1 ***Trenches or Excavations Less Than Four (4) Feet Below the Surface***

4.5.5.2 ***Trenches or Excavation Greater Than Four (4) Feet Below the Surface***

4.5.6 **CLAIMS FOR ADDITIONAL COST**

4.5.7 **CLAIMS FOR ADDITIONAL TIME**

4.5.7.1 ***Notice and Extent of Claim***

4.5.7.2 ***Adverse Weather Claims.***

4.5.7.3 ***No Reservation Allowed.***1

4.5.8 **INJURY OR DAMAGE TO PERSON OR PROPERTY**

4.6 **RESOLUTION OF CLAIMS AND DISPUTES**

4.6.1 **ARCHITECT' REVIEW**

4.6.2 **DOCUMENTATION IF RESOLVED**

4.6.3 **ACTIONS IF NOT RESOLVED**

4.6.4 **ARCHITECT' WRITTEN DECISION**

4.7 **ALTERNATE DISPUTE RESOLUTION OF CLAIMS OF $375,000.00 OR LESS**
4.7.1 **CLAIMS LESS THAN $375,000.00**
4.7.2 **SUBMISSION OF CLAIMS LESS THAN $375,000.00**
4.7.3 **TIME LIMITS NOT EXTENDED**
4.8 **DISPUTE RESOLUTION OF CLAIMS IN EXCESS OF $375,000.00**
4.8.1 **MEET AND CONFER CONFERENCE**
4.9 **MEDIATION PROCEDURES.**
4.9.1 **NEGOTIATIONS BEFORE MEDIATION**
4.9.2 **MEDIATION**
4.9.2.1 ***Authorization***
4.9.2.2 ***Initiation of Mediation***
4.9.2.3 ***Request for Mediation***
4.9.2.4 ***Selection of Mediator***
4.9.2.5 ***Qualifications of a Mediator***
4.9.2.6 ***Vacancies.***
4.9.2.7 ***Representation***
4.9.2.8 ***Time and Place of Mediation***
4.9.2.9 ***Identification of Matters in Dispute***
4.9.2.10 ***Authority of Mediator***
4.9.2.11 ***Privacy***
4.9.2.12 ***Confidentiality.***
4.9.2.13 ***No Stenographic Record***
4.9.2.14 ***Termination of Mediation***
4.9.2.15 ***Exclusion of Liability***
4.9.2.16 ***Interpretation and Application of These Mediation Provisions***
4.9.2.17 ***Expenses***

ARTICLE 5 - SUBCONTRACTORS
5.1 **DEFINITIONS**
5.1.1 **SUBCONTRACTOR**
5.1.2 **SUB-SUBCONTRACTOR**
5.1.3 **SPECIALTY CONTRACTORS**
5.2 **AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**
5.2.1 **ASSIGNMENT OR SUBSTITUTION - CONSENT OF**
5.2.2 **GROUNDS FOR SUBSTITUTION**
5.2.2.1 ***No Change in Contract***
5.2.2.2 ***Substitution Due to Clerical Error.***
5.3 **SUBCONTRACTUAL RELATIONS**
5.4 **CONTINGENT ASSIGNMENT OF SUBCONTRACTS**
5.5 **SUBCONTRACTOR'S RESPONSIBILITIES**
5.5.1 **SUPERVISION BY SUBCONTRACTORS**
5.5.2 **DISCIPLINE AND ORDER**
5.5.3 **DEFECTS DISCOVERED**
5.5.4 **SUBCONTRACTOR INFORMATION**
5.5.5 **TEMPORARY STRUCTURES**
5.5.6 **CHARGES TO SUBCONTRACTOR**
5.5.7 **FINES IMPOSED**
5.5.8 **PROJECT SIGNS**

5.5.9 **REMEDIES FOR FAILURE TO PERFORM**
5.5.10 **DISPUTES NOT TO AFFECT WORK**
5.5.11 **APPLICATION FOR PAYMENT**
5.5.12 **COMPLIANCE WITH PROCEDURES**
5.5.13 **ON-SITE RECORD KEEPING**
5.5.14 **NON-EXCLUSIVE OBLIGATIONS**

ARTICLE 6 - CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS
6.1 **DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**
6.1.1 **DISTRICT'S RIGHTS**
6.1.2 **DESIGNATION AS CONTRACTOR**
6.1.3 **CONTRACTOR DUTIES**
6.1.4 **OBLIGATIONS**
6.2 **MUTUAL RESPONSIBILITY**
6.2.1 **DELIVERY AND STORAGE**
6.2.2 **NOTICE BY CONTRACTOR**
6.2.3 **COSTS INCURRED**
6.2.4 **CORRECTION OF DAMAGE**
6.3 **DISTRICT'S RIGHT TO CLEAN UP**

ARTICLE 7 - CHANGES IN THE WORK
7.1 **CHANGES**
7.1.1 **NO CHANGES WITHOUT AUTHORIZATION**
7.1.2 **ARCHITECT AUTHORITY**
7.2 **CHANGE ORDERS ("CO")**
7.3 **CONSTRUCTION CHANGE DIRECTIVES ("CCD")**
7.3.1 **DEFINITION**
7.3.2 **USE TO DIRECT CHANGE**
7.4 **REQUEST FOR INFORMATION ("RFI")**
7.4.1 **DEFINITION**
7.4.2 **SCOPE**
7.4.3 **RESPONSE TIME**
7.4.4 **COSTS INCURRED**
7.5 **REQUEST FOR PROPOSAL ("RFP")**
7.5.1 **DEFINITION**
7.5.2 **SCOPE**
7.6 **CHANGE ORDER REQUEST ("COR")**
7.6.1 **DEFINITION**
7.6.2 **CHANGES IN PRICE**
7.6.3 **CHANGES IN TIME**
7.7 **COST OF CHANGE ORDERS**
7.7.1 **SCOPE**
7.7.2 **DETERMINATION OF COST**
7.7.3 **AMOUNT OF CREDIT**
7.7.4 **DISCOUNTS, REBATES, AND REFUNDS**
7.7.5 **ACCOUNTING RECORDS**
7.7.6 **NOTICE REQUIRED**
7.7.7 **APPLICABILITY TO SUBCONTRACTORS**

ARTICLE 8 - TIME
8.1 **DEFINITIONS**
8.1.1 **CONTRACT TIME**
8.1.2 **NOTICE TO PROCEED**
8.1.3 **DAYS**
8.2 **HOURS OF WORK**
8.2.1 **SUFFICIENT FORCES**
8.2.2 **PERFORMANCE DURING WORKING HOURS**
8.2.3 **LABOR CODE APPLICATION**
8.2.4 **COSTS FOR AFTER HOURS INSPECTIONS**
8.2.5 **TIME FOR COMMENCEMENT BY SUBCONTRACTORS**
8.3 **PROGRESS AND COMPLETION**
8.3.1 **TIME OF THE ESSENCE**
8.3.2 **NO COMMENCEMENT WITHOUT INSURANCE**
8.3.3 **EXPEDITIOUS COMPLETION**
8.4 **EXTENSIONS OF TIME - LIQUIDATED DAMAGES**
8.4.1 **EXCUSABLE DELAY**
8.4.2 **NOTICE BY CONTRACTOR REQUIRED**
8.4.3 **CONDITIONS FOR EXTENSION OF TIME**

ARTICLE 9 - PAYMENTS AND COMPLETION
9.1 **CONTRACT SUM**
9.2 **COST BREAKDOWN**
9.2.1 **REQUIRED INFORMATION**
9.2.2 **DISTRICT APPROVAL REQUIRED**
9.3 **APPLICATIONS FOR PAYMENT**
9.3.1 **PROCEDURE**
9.3.2 **PURCHASE OF MATERIALS AND EQUIPMENT**
9.3.3 **WARRANTY OF TITLE**
9.4 **REVIEW OF PROGRESS PAYMENT**
9.4.1 **APPROVAL**
9.4.2 **ARCHITECT'S REVIEW**
9.4.3 **INVOICE GENERATION, COMPLETION AND RETURN**
9.5 **DECISIONS TO WITHHOLD PAYMENT**
9.5.1 **REASONS TO WITHHOLD PAYMENT**
9.5.2 **WRITTEN REASONS FOR WITHHOLDING PROVIDED**
9.5.3 **PAYMENT AFTER CURE**
9.6 **PROGRESS PAYMENTS**
9.6.1 **PAYMENTS TO CONTRACTOR**
9.6.2 **PAYMENTS TO SUBCONTRACTORS**
9.6.3 **PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION**
9.6.4 **NO OBLIGATION FOR SUBCONTRACTOR PAYMENT**
9.6.5 **PAYMENT TO SUPPLIERS**
9.6.6 **PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE**
9.6.7 **JOINT CHECKS**
9.7 **COMPLETION OF THE WORK**
9.7.1 **CLOSEOUT PROCEDURES**
9.7.2 **PAYMENT UPON COMPLETION**
9.7.3 **COSTS OF MULTIPLE INSPECTIONS**
9.8 **PARTIAL OCCUPANCY OR USE**

9.8.1 **DISTRICT'S RIGHTS**
9.8.2 **INSPECTION PRIOR TO OCCUPANCY OR USE**
9.8.3 **NO WAIVER**
9.9 **COMPLETION AND FINAL PAYMENT**
9.9.1 **FINAL INSPECTION**
9.9.2 **RETAINAGE**
9.9.3 **PROCEDURES FOR APPLICATION FOR FINAL PAYMENT**
9.10 **SUBSTITUTION OF SECURITIES**

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY
10.1 **SAFETY PRECAUTIONS AND PROGRAMS**
10.1.1 **CONTRACTOR RESPONSIBILITY**
10.1.2 **CONTRACTOR NOTICES**
10.1.3 **SAFETY BARRIERS AND SAFEGUARDS**
10.1.4 **USE OR STORAGE OF HAZARDOUS MATERIALS**
10.2 **PROTECTION OF WORK AND PROPERTY**
10.2.1 **PROTECTION FROM ELEMENTS**
10.2.2 **PROTECTION FOR ELEMENTS**
10.2.3 **SHORING AND STRUCTURAL LOADING**
10.2.4 **CONFORMANCE WITHIN ESTABLISHED LIMITS**
10.2.5 **SUBCONTRACTOR ENFORCEMENT OF RULES**
10.2.6 **SITE ACCESS**
10.2.7 **PROTECTION OF MATERIALS**
10.3 **EMERGENCIES**
10.3.1 **EMERGENCY ACTION**
10.3.2 **ACCIDENT REPORTS**
10.4 **HAZARDOUS MATERIALS**
10.4.1 **DISCOVERY OF HAZARDOUS MATERIALS**
10.4.2 **HAZARDOUS MATERIAL WORK LIMITATIONS**
10.4.3 **INDEMNIFICATION BY FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR**
10.4.4 **INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR**
10.4.5 **TERMS OF HAZARDOUS MATERIAL PROVISION**

ARTICLE 11 - INSURANCE AND BONDS
11.1 **CONTRACTOR'S LIABILITY INSURANCE**
11.1.1 **INSURANCE REQUIREMENTS**
11.1.2 **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**
11.1.2.1 ***Contractor's Responsibility***
11.1.2.2 ***Proof of Insurance***
11.1.3 **SUBCONTRACTOR INSURANCE REQUIREMENTS**
11.1.4 **DISTRICT'S INSURANCE**
11.1.5 **ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS**
11.2 **WORKERS' COMPENSATION INSURANCE**
11.3 **BUILDER'S RISK/"ALL RISK" INSURANCE**
11.3.1 **COURSE OF CONSTRUCTION INSURANCE REQUIREMENTS**
11.3.2 **WAIVER OF RIGHTS TO DAMAGE BY FIRE OR OTHER PERILS**
11.3.3 **CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE**
11.4 **NOT USED**

11.5 OTHER INSURANCE
11.6 PROOF OF CARRIAGE OF INSURANCE
11.7 COMPLIANCE
11.8 WAIVER OF SUBROGATION
11.9 PERFORMANCE AND PAYMENT BONDS
11.9.1 BOND REQUIREMENTS
11.9.2 SURETY QUALIFICATION

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK
12.1 UNCOVERING OF WORK
12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS
12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED
12.2 CORRECTION OF WORK
12.2.1 CORRECTION OF REJECTED WORK
12.2.2 ONE YEAR WARRANTY CORRECTIONS
12.2.3 REMOVAL OF NONCONFORMING WORK
12.2.4 DISTRICT'S RIGHTS IF CONTRACTOR FAILS TO CORRECT
12.2.5 COST OF CORRECTING THE WORK
12.2.6 NO TIME LIMITATION
12.3 ACCEPTANCE OF NONCONFORMING WORK

ARTICLE 13 - MISCELLANEOUS PROVISIONS
13.1 GOVERNING LAW
13.2 NO ASSIGNMENT
13.3 WRITTEN NOTICE
13.4 RIGHTS AND REMEDIES
13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE
13.4.2 NO WAIVER
13.5 TESTS AND INSPECTIONS
13.5.1 COMPLIANCE
13.5.2 INDEPENDENT TESTING LABORATORY
13.5.3 ADVANCE NOTICE TO INSPECTOR
13.5.4 TESTING OFF-SITE
13.5.5 ADDITIONAL TESTING OR INSPECTION
13.5.6 COSTS OF RETESTING
13.5.7 COSTS FOR PREMATURE TEST
13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK
13.6 INTEREST
13.7 TRENCH EXCAVATION
13.7.1 TRENCHES GREATER THAN FIVE (5) FEET DEEP
13.7.2 TRENCHES GREATER THAN FOUR (4) FEET DEEP
13.7.3 CONTRACTOR'S RESPONSIBILITY FOR SHORING, BRACING AND SLOPING
13.7.4 NO TORT LIABILITY OF
13.7.5 NO EXCAVATION WITHOUT PERMITS
13.8 WAGE RATES, TRAVEL, AND SUBSISTENCE
13.8.1 WAGE RATES
13.8.2 HOLIDAY AND OVERTIME PAY
13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS
13.8.4 TRAVEL AND SUBSISTENCE
13.8.5 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

13.8.6 **FORFEITURE AND PAYMENTS**
13.8.7 **MINIMUM WAGE RATES**
13.8.8 ***PER DIEM* WAGES**
13.8.9 **POSTING OF WAGE RATES**
13.9 **RECORDS OF WAGES PAID: INSPECTION**
13.9.1 **PAYROLL RECORDS**
13.9.2 **WITHHOLDING OF CONTRACT PAYMENTS & PENALTIES**
13.10 **APPRENTICES**
13.10.1 **GOVERNED BY LABOR CODE § 1777.5**
13.10.2 **EMPLOYMENT OF APPRENTICES**
13.10.3 **APPRENTICE WAGES AND DEFINITIONS**
13.10.4 **APPRENTICE LABOR POOL**
13.10.5 **JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS**
13.10.6 **JOURNEYMAN/APPRENTICE RATIO**
13.10.6.1 **APPRENTICEABLE CRAFT OR TRADE**
13.10.7 **RATIO EXEMPTION**
13.10.8 **APPRENTICE FUND**
13.10.9 **PRIME CONTRACTOR COMPLIANCE**
13.10.10 **DECISIONS OF JOINT APPRENTICESHIP COMMITTEE**
13.10.11 **NO BIAS**
13.10.12 **VIOLATION OF LABOR CODE**
13.11 **ASSIGNMENT OF ANTITRUST CLAIMS**
13.11.1 **APPLICATION**
13.11.2 **ASSIGNMENT OF CLAIM**
13.12 **STATE AUDIT**

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT
14.1 **TERMINATION BY THE CONTRACTOR FOR CAUSE**
14.1.1 **GROUNDS FOR TERMINATION**
14.1.2 **NOTICE OF TERMINATION**
14.1.3 **NOTICE OF TERMINATION - DISTRICT FAULT**
14.2 **NOTIFICATION OF TERMINATION**
14.2.1 **PAYMENTS WITHHELD**
14.2.2 **PAYMENTS UPON COMPLETION**
14.3 **TERMINATION OR SUSPENSION BY THE DISTRICT FOR CONVENIENCE**
14.3.1 **SUSPENSION BY DISTRICT**
14.3.1.1 ***Adjustments***
14.3.1.2 ***Adjustments for Fixed Cost***
14.3.2 **TERMINATION DUE TO DISCOVERY OF UNKNOWN OR CHANGED CONDITIONS**
14.3.3 **MUTUAL TERMINATION FOR CONVENIENCE**

ARTICLE 15 - NON-UTILIZATION OF ASBESTOS MATERIAL

ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between DISTRICT and CONTRACTOR (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, instructions to bidders, notice to bidders and the requirements contained in the Bid Documents, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive or a written order for a minor change in the Work issued by the DISTRICT. The Contract Documents are complementary, and each obligation of the CONTRACTOR, subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the DISTRICT and any subcontractor or sub-subcontractor or between any persons or entities other than the DISTRICT and the CONTRACTOR.

1.1.3 THE WORK

The Work shall include all labor, materials and equipment necessary for the CONTRACTOR to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any CONTRACTOR or subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restriction attending the Work under the Contract Documents. Each such CONTRACTOR or subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents.

1.1.4 THE SITE

The "Site" refers to the grounds of the Project as defined by the Contract Documents and includes any and all lands affected by the performance of the Work. Specifically, "onsite" shall refer to the area bounded by the property lines as identified by the District's Field Engineer. "Offsite" shall refer to any area outside of the defined property lines.

1.1.5 THE PROJECT

The Project is the total construction of the Work performed in accordance with the Contract Documents in whole or in part and which may include construction by the DISTRICT or by separate CONTRACTORS.

1.1.6 THE DRAWINGS

The Drawings are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location and scope of the Work, generally including plans, elevations, sections, details, schedules and diagrams as drawn or approved by the DISTRICT.

1.1.7 THE SPECIFICATIONS

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

1.1.8 THE PROJECT MANUAL

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

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 THE PROJECT MANUAL

1.2.1.1 ***Documents Complementary and Inclusive***. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by CONTRACTOR as if shown or mentioned in both.

1.2.1.2 ***Coverage of the Drawings and Specifications***. The Drawings and Specifications generally describe the work to be performed by CONTRACTOR. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either by the Drawings or the Specifications (or is reasonably inferable there from as being necessary to complete the Work), shall be provided by the CONTRACTOR whether or not the Work is expressly covered in either the Drawings and/or the Specifications. It is intended that the Work be of sound, quality construction, and the CONTRACTOR shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described or implied in the portion of the Work to be performed by them.

1.2.1.3 ***Conflicts***. In the event there is a discrepancy between the various Contract Documents, the DISTRICT/CONTRACTOR Agreement shall control. Without limiting CONTRACTOR's obligation to identify conflicts for resolution by the DISTRICT in accordance with Section 1.2.15, it is intended that the more stringent, higher quality and greater quantity of Work shall apply.

1.2.1.4 ***Conformance With Laws***. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

1.2.1.5 ***Ambiguity.*** Before commencing any portion of the Work, CONTRACTOR shall carefully examine all Drawings and Specifications and other information given to CONTRACTOR as to materials and methods of construction and other Project requirements. CONTRACTOR shall immediately notify ARCHITECT and DISTRICT in writing of any perceived or alleged error, inconsistency, ambiguity or lack of detail or explanation in the Drawings and Specification in the manner provided herein. If the CONTRACTOR or its subcontractors, material or equipment suppliers or any of their officers, agents, and employees performs, permits or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all costs arising there from including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the time for performance. If CONTRACTOR performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of CONTRACTOR which is in error, inconsistent or ambiguous or not sufficiently detailed or explained, CONTRACTOR shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Price or the time for performance. In no case shall any subcontractor proceed with the Work if uncertain without the CONTRACTOR's written direction and/or approval.

1.2.2 ADDENDA AND DEFERRED APPROVALS

1.2.2.1 ***Addenda***. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Department of State Architect (DSA). The requirements approved by DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

1.2.2.2 ***Deferred Approvals***. The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

1.2.3 SPECIFICATION INTERPRETATION

1.2.3.1 ***Approval*** means written authorization by DISTRICT or the DISTRICT's authorized representative for specific applications.

1.2.3.2 ***As Shown, Etc.*** Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance or selection by DISTRICT is intended unless otherwise stated.

1.2.3.3 ***Project*** is the planned undertaking as provided for in the Project documents by DISTRICT and CONTRACTOR.

1.2.3.4 ***Provide.*** "Provide" means "provided complete in place," that is, furnished, installed, tested and ready for operation and use.

1.2.3.5 ***General Conditions***. The General Conditions and Supplementary General Conditions are a part of each and every section of the Specifications.

1.2.3.6 ***Abbreviations***. In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "CONTRACTOR shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

1.2.3.7 ***Plural***. Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.8 ***Metric***. The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U.S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.2.3.9 ***Work of the Contractor or Subcontractor*** includes labor or materials (including, without limitation, equipment, fixtures and appliances) or both, incorporated in, or to be incorporated in the construction covered by the complete Contract Documents.

1.2.3.10 ***Standard Specifications***. Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect at the date of the CONTRACTOR's proposal. If applicable specifications are revised prior to completion of any part of the Work, the CONTRACTOR may perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. DISTRICT will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.11 ***Absence of Modifiers***. In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.2.4 RULES OF DOCUMENTS INTERPRETATION

A. In the event of conflict within the drawings, the following rules shall apply:

1. General notes, when identified as such, shall be incorporated into other portions of drawings.
2. Schedules, when identified as such, are complementary with other notes and other portions of drawings including those identified as general notes.
3. Larger scale drawings shall take precedence over smaller scale drawings.
4. Figured, derived or numerical dimensions shall govern. At no time shall the CONTRACTOR base construction on scaled drawings.

B. Specifications shall govern as to materials, workmanship and installation procedures.

C. In the case of disagreement or conflict between or within standards, specifications, and drawings, the more stringent, higher quality and greater quantity of work shall apply.

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

The Drawings, Specifications and other documents prepared by an ARCHITECT on behalf of the DISTRICT are instruments of the services of the ARCHITECT and its consultants and are the property of the DISTRICT. The CONTRACTOR may retain one contract record set. Neither the CONTRACTOR nor any subcontractor, sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the ARCHITECT, and unless otherwise indicated the ARCHITECT shall be deemed the author of them. All copies of them, except the CONTRACTOR's record set, shall be returned or suitably accounted for to the DISTRICT, upon request upon completion of the work. The Drawings, Specifications, and other documents prepared by the ARCHITECT and copies thereof furnished to the CONTRACTOR, are for use solely with respect to this Project. They are not to be used by the CONTRACTOR or any subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the DISTRICT and the ARCHITECT. The CONTRACTOR, subcontractors, sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the ARCHITECT appropriate to and for use in the execution of their work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the DISTRICT's property interest or other reserved right.

ARTICLE 2

DISTRICT

2.1 DEFINITION

The term "DISTRICT" means the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** as identified as such in the Agreement. The DISTRICT is referred to throughout the Contract Documents as if singular in number. The term "DISTRICT" means the DISTRICT or the DISTRICT's authorized representative.

2.2 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

2.2.1 FINANCING AND FUNDING

At the request of the CONTRACTOR, the DISTRICT will, prior to execution of the Agreement and promptly from time to time thereafter, furnish to the CONTRACTOR reasonable evidence that financial arrangements have been made to fulfill the DISTRICT's obligations under the Contract.

2.2.2 SITE SURVEY

When required by the scope of the Project, the DISTRICT will furnish, at its expense, a legal description and a land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site. Surveys to determine locations of construction, grading and site work shall be provided by the CONTRACTOR. Refer to Section 01 71 23 for extent of survey provided.

2.2.3 SOILS

2.2.3.1 ***DISTRICT Furnished Services***. When required by the scope of the Project, the DISTRICT will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required and deemed necessary by the ARCHITECT or as required by local or State codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistively tests, including necessary operations for determining subsoil, air and water conditions. When a report is prepared based on information obtained from test holes at the site, such report shall not be a part of this Agreement.

2.2.3.2 ***Contractor Reliance***. Test borings and soils reports for the Project have been made for the DISTRICT to indicate the subsurface materials that might be encountered at particular locations on the Project. The DISTRICT has made these documents available to the CONTRACTOR and the CONTRACTOR has studied the results of such test borings and information that it has as to the subsurface conditions and site geology as set forth in the test borings and soils reports. The DISTRICT does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or

implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the DISTRICT's request, the CONTRACTOR shall make available to the DISTRICT the results of any site investigation, test borings, analyses, studies or other test conducted by or in the possession of the CONTRACTOR or any of its agents. Nothing herein contained shall be deemed a waiver by the CONTRACTOR to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the CONTRACTOR.

2.2.4 UTILITY SURVEY

When required by the scope of the Project, the DISTRICT will furnish, at its expense, all information regarding known existing utilities on or adjacent to the site, including location, size, inverts and depths.

2.2.5 INFORMATION

Upon the request of the CONTRACTOR, DISTRICT will make available such existing information regarding utility services and site features, including existing construction, related to the Project as is available from DISTRICT's records. The CONTRACTOR may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 through 2.2.4 (except that the CONTRACTOR may not rely upon and must question in writing to the DISTRICT and the ARCHITECT any information which appears incorrect based upon CONTRACTOR site inspection, knowledge of the Project and prior experience with school projects), unless specifically stated in writing that the CONTRACTOR may rely upon the designated information.

2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

2.2.6.1 ***Removal, Relocation***. Pursuant to Government Code §4215, the DISTRICT assumes the responsibility for removal, relocation, and protection of utilities located on the site at the time of commencement of construction under this Contract with respect to any such utility facilities, which are not identified in the Drawings and Specifications made part of the invitation to bid. The CONTRACTOR shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the DISTRICT to provide for removal or relocation of such utility facilities. DISTRICT shall compensate the CONTRACTOR for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care and removing or relocating such utility facilities.

2.2.6.2 ***Assessment***. These subparagraphs shall not be construed to preclude assessment against the CONTRACTOR for any other delays in completion of the Work. Nothing in these subparagraph 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, or meter junction boxes on or adjacent to the site.

2.2.6.3 ***Notification***. If the CONTRACTOR, while performing work under this Contract, discovers utility facilities not identified by the DISTRICT in the Contract plans or specifications, CONTRACTOR shall immediately notify the DISTRICT and the utility company in writing.

2.2.6.4 ***Underground Utility Clearance***. It shall be CONTRACTOR's sole responsibility to timely notify all public and private utilities serving the site prior to commencing Work. As part of the work to be performed, CONTRACTOR shall provide the notices and proceed in accordance with Government Code Sections 4216.2, 4216.3 and 4216.4 and pay all fees charged pursuant to Government Code Section 4216 et seq.

2.2.7 EASEMENTS

DISTRICT shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

2.2.8 REASONABLE PROMPTNESS

Information or services under DISTRICT's control will be furnished by the DISTRICT with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.9 COPIES FURNISHED

The CONTRACTOR will be furnished such copies of Drawings and Project Manuals as are stated in the Supplementary Conditions.

2.2.10 DUTIES CUMULATIVE

The foregoing are in addition to other duties and responsibilities of the DISTRICT enumerated herein and especially those in Article 6 (construction by DISTRICT or by separate CONTRACTORS), Article 9 (payments and completion), and Article 11 (insurance and bonds).

2.3 DISTRICT'S RIGHT TO STOP THE WORK

If the CONTRACTOR fails to correct work, which is not in accordance with the requirements of the Contract Documents as required by paragraph 12.2, or persistently fails to carry out Work in accordance with the Contract Documents, the DISTRICT, after providing notice pursuant to paragraph 2.4, by written order signed personally or by an agent specifically so empowered by the DISTRICT in writing, may order the CONTRACTOR to stop the Work or any portion thereof, until the cause of such order has been eliminated. The right of the DISTRICT to stop the Work shall not give rise to a duty on the part of the DISTRICT to exercise this right for the benefit of the CONTRACTOR or any other person or entity, except to the extent required by Article 6.

2.4 DISTRICT'S RIGHT TO CARRY OUT THE WORK

If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the contract Documents and fails (within a two (2) calendar day period after receipt of written notice or the time period expressly stated in the written notice from the DISTRICT) to commence and continue correction of such default or neglect with diligence and promptness, the DISTRICT may correct such deficiencies without prejudice to other remedies the DISTRICT may have. In such case, the CONTRACTOR will be invoiced the cost to correct such deficiencies, including compensation for additional professional and internally generated services and expenses made necessary by such default, neglect or failure. The invoice amount shall be deducted from the next payment due the CONTRACTOR. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the DISTRICT.

2.5 DISTRICT'S RIGHT TO TERMINATE AGREEMENT

A. If the CONTRACTOR refuses or fails to complete the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the CONTRACTOR should file a petition for relief as a debtor, or should relief be ordered against CONTRACTOR as a debtor under Title 11 of the United States Code, or if CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if CONTRACTOR should fail to make prompt payment to subcontractors for materials or labor, or persistently disregards laws or ordinances or instructions of DISTRICT, or if CONTRACTOR or its subcontractors should otherwise be guilty of a violation of any provision of this Agreement, then DISTRICT may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR and its surety of DISTRICT's intention to terminate this Agreement. Such notice shall contain the reasons for such intention to terminate, and unless within three (3) calendar days after the service of such notice such condition or violation shall cease and satisfactory arrangements for the correction thereof be made to DISTRICT, this Agreement shall upon the expiration of said three (3) calendar days, cease and terminate. In such case, CONTRACTOR shall not be entitled to receive any further payment until work is finished to DISTRICT's satisfaction.

B. In the event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and CONTRACTOR, and surety shall have the right to take over and perform this Agreement, provided, however, that if surety within five (5) calendar days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform this Agreement or does not commence performance thereof within seven (7) calendar days after date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by Agreement or by any other method it may deem advisable for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned by the DISTRICT thereby. Time is of the essence in this Agreement. If the DISTRICT takes over

the work as hereinabove provided, the DISTRICT may, without liability for so doing, take possession of and utilize in completing the Work such materials, supplies, equipment and other property belonging to the CONTRACTOR as may be on the site of the work and necessary therefore.

C. If the expense of finishing the Work, including compensation for additional architectural, managerial, and administrative services, shall exceed the unpaid balance of the Agreement, CONTRACTOR shall pay the difference to DISTRICT. Expense incurred by DISTRICT as herein provided, and damage incurred through CONTRACTOR's default, shall be certified to DISTRICT by ARCHITECT. If the unpaid balance under the Agreement shall exceed expense of finishing the work, including compensation for additional Architectural, managerial and administrative services, such excess shall be paid to CONTRACTOR.

D. Should the DISTRICT determine that environmental considerations mandate that the Work not go forward, DISTRICT may notify CONTRACTOR that this Agreement is terminated due to environmental conditions and DISTRICT shall only be obligated to pay CONTRACTOR for the work that the CONTRACTOR had performed at the time of notification of termination of this Agreement for environmental considerations.

E. In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the CONTRACTOR. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of 15% for the CONTRACTOR's overhead and profit and there shall be no other costs or expenses paid to CONTRACTOR. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT. DISTRICT may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Project in whose, or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

F. DISTRICT reserves the right to terminate this Agreement should the DISTRICT determine not to proceed because of the discovery of hazardous or unknown conditions. The CONTRACTOR shall receive payment for all Work performed to the date of termination.

G. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

ARTICLE 3

THE CONTRACTOR

3.1 DEFINITION

The CONTRACTOR is the person or entity identified as such in the Agreement and is referred to through the Contract Documents. The term "CONTRACTOR" means the CONTRACTOR or the CONTRACTOR's authorized representative. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Project documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR's agents or employees. To the extent that any portion of the Work is provided with the CONTRACTOR's own forces, any reference to subcontractors shall be equally applicable to the CONTRACTOR.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 CONTRACTOR

The CONTRACTOR shall supervise and direct the Work using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures and coordinating all portions of the Work under the contract, unless Contract Documents give other specific instructions concerning these matters. If any of the Work is performed by contractors retained directly by the DISTRICT, CONTRACTOR shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6. Specific duties of the CONTRACTOR shall be in accordance with Title 24 of the California Code of Regulations. CONTRACTOR shall fully comply with any and all reporting requirements of Education Code 17316 in the manner prescribed by Title 24.

3.2.2 CONTRACTOR LICENSING

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any CONTRACTOR not so licensed is subject to penalties under the law, and the contract will be considered void pursuant to Section 7028.7 of the Business and Professions Code. Any questions concerning a CONTRACTOR may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, P.O. Box 2600, Sacramento, CA 95826.

3.2.3 CONTRACTOR RESPONSIBILITY

The CONTRACTOR shall be responsible to the DISTRICT for acts and omissions of the CONTRACTOR's employees, subcontractors, material and equipment suppliers and their agents, employees, invitees and other persons performing portions of the Work under direct or indirect contract with the CONTRACTOR or any of its subcontractors. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered DISTRICT employees. DISTRICT

shall be permitted to monitor the activities of the CONTRACTOR to determine compliance with the terms of the Contract Documents.

3.2.4 OBLIGATIONS NOT CHANGED BY ARCHITECT'S ACTIONS

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

3.2.5 ACCEPTANCE/APPROVAL OF WORK

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

3.2.6 CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Before CONTRACTOR makes any change in the name or legal nature of the CONTRACTOR's entity, CONTRACTOR shall first notify the DISTRICT in writing and cooperate with DISTRICT in making such changes as the DISTRICT may request in the Project documents.

3.3 SUPERINTENDENT

3.3.1 FULL TIME SUPERINTENDENT

During progress of the Work, CONTRACTOR shall keep on the work site a competent full-time Superintendent satisfactory to DISTRICT. The Superintendent shall be in attendance at the Project site during performance of the Work. Superintendent shall represent CONTRACTOR and all directions or communications given to Superintendent shall be as binding as if given to CONTRACTOR. Before commencing the Work herein, CONTRACTOR shall give written notice to DISTRICT and ARCHITECT of the name, qualifications and experience of such Superintendent. If Superintendent is found unsatisfactory by DISTRICT, CONTRACTOR shall replace the Superintendent with one acceptable to the DISTRICT. The Superintendent shall not be changed except with the written consent of DISTRICT, unless a superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify DISTRICT and ARCHITECT in writing and replace said Superintendent with one acceptable to the DISTRICT.

3.3.2 STAFF

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

3.3.3. RESPONSIBILITY FOR ACTS AND OMISSIONS

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

3.3.4 SUBSEQUENT WORK

CONTRACTOR shall be responsible to determine when any completed portions of the Work already performed under this Agreement are suitable to receive subsequent work thereon

3.3.5 RIGHT TO REMOVE

DISTRICT shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent or employee of any CONTRACTOR, subcontractor, material or equipment supplier, etc., for cause.

3.4 LABOR AND MATERIALS

3.4.1 CONTRACTOR TO PROVIDE

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, 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 or to be incorporated in the Work.

3.4.2 QUALITY

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The CONTRACTOR shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and shall be of such quality so that work in accordance with the standards of construction set forth in Contract Documents will result.

3.4.3 REPLACEMENT

Any work, materials or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved and condemned by the DISTRICT, in which case, they shall be removed and replaced by the CONTRACTOR.

3.4.4 **DISCIPLINE**

The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not limited to, subcontractors and material or equipment suppliers retained for the Project. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.4.5 **ORDERS**

The CONTRACTOR shall, after issuance of the Notice to Proceed by DISTRICT, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. CONTRACTOR shall, upon demand from the ARCHITECT, furnish to the ARCHITECT documentary evidence showing that orders have been placed.

3.4.6 **NONCONFORMING WORK OR MATERIALS**

Any work, materials or equipment which do not conform to these requirements or the standard set forth in the Project documents, may be disapproved and condemned by the DISTRICT, in which case they shall be removed and replaced by the CONTRACTOR. All expenses, incidental to the procuring of said materials and/or equipment shall be paid for by the CONTRACTOR.

3.5 **WARRANTY**

The CONTRACTOR warrants to the DISTRICT and ARCHITECT that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The CONTRACTOR's warranty does not cover damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. If required by the ARCHITECT, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 **TAXES**

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

3.7 PERMITS, FEES AND NOTICES

3.7.1 PAYMENT

The CONTRACTOR shall initiate and pursue the application process for obtaining all permits and licenses (including all required DISTRICT signatures) necessary for the prosecution of the work, including utility fees.

DISTRICT will reimburse CONTRACTOR the actual documented cost of such permits and fees, with no overhead or profit added. No reimbursement will be allowed for fees associated with City or County business licenses, disposals, trucking, etc.

3.7.2 COMPLIANCE

The CONTRACTOR shall comply with and give notices required by any law, ordinance, rule, regulation and lawful order of public authorities bearing on performance of the Work.

3.7.3 CONTRACT DOCUMENTS

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the Work in accordance with the Project documents. CONTRACTOR shall carefully study and compare all Project documents, plans, drawings, specifications and other instructions and shall at once report to ARCHITECT any error, inconsistency or omission which CONTRACTOR or its employees may discover. The CONTRACTOR represents itself to DISTRICT as a skilled, knowledgeable and experienced CONTRACTOR. The CONTRACTOR shall be liable to the DISTRICT for damage resulting from errors, inconsistencies or omissions in the Project documents that the CONTRACTOR recognized and which CONTRACTOR knowingly failed to report and which a similarly skilled, knowledgeable and experienced CONTRACTOR would have discovered.

3.7.4 RESPONSIBILITY

The CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment or before performing Work. The CONTRACTOR shall take field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Project documents before commencing Work. Errors, inconsistencies or omissions discovered shall be reported to the DISTRICT at once. Upon commencement of any item of work, the CONTRACTOR shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to DISTRICT. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

3.8 ALLOWANCES

3.8.1 CONTRACT SUM

The CONTRACTOR shall include in the Contract Sum all allowance stated in the Contract Document. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the DISTRICT may direct.

3.8.2 SCOPE

3.8.2.1 ***Prompt Selection***. Materials and equipment under an allowance shall be selected promptly by the DISTRICT to avoid delay to the Work.

3.8.2.2 ***Cost***. Allowances shall cover the cost to the CONTRACTOR of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, etc.

3.8.2.3 ***Cost***. CONTRACTOR's costs for unloading and handling at the Site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances.

3.8.2.4 ***Contract Sum Adjustment***. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost and the allowances under paragraph 3.8.2.2 and the change in the CONTRACTOR's costs under paragraph 3.8.2.3.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.9.1 REQUIREMENTS

Refer to Section 01 32 16 Construction Progress Schedule for project schedule responsibilities.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

The CONTRACTOR shall maintain at the Site for the DISTRICT one applicable copy of Titles 19 and 24 and a record copy of the Drawings, Specifications, addenda, change orders and other modifications, in good order and marked currently to record changes and selections made during construction. In addition, the CONTRACTOR shall maintain at the Site approved shop drawings, product data, samples and similar required submittals. These documents shall be available to the ARCHITECT and shall be delivered to the ARCHITECT for delivery to the DISTRICT upon completion of the Work. CONTRACTOR shall be acquainted with and shall comply with the provisions of said regulations as they relate to the Contract. (See particularly the Duties of Contractor, 24 California Code of Regulations, Section 4343.) CONTRACTOR shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions of the Work, particularly Titles 8 and 17.

3.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.11.1 SUBMITTALS DEFINED

3.11.1.1 ***Shop Drawings***. The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by CONTRACTOR, subcontractors, manufacturers, suppliers or distributors illustrating some portion of the Work, and includes: illustrations, fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; writing and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and their position conform to the requirements of the Contract Documents. The CONTRACTOR shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate a material, product or system for some portion of the Work. As used herein, the term "manufactured" applies to standard unit usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.

Shop drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

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

3.11.1.3 ***CONTRACTOR'S Responsibility***. CONTRACTOR shall obtain and shall submit all required shop drawings and samples in accordance with CONTRACTOR'S "Schedule for Submission of Shop Drawings and Samples" as required in Division 1 of the Specifications with such promptness as to cause no delay in its own Work or in that of any other CONTRACTOR or subcontractor but in no event later than thirty-five (35) calendar days after the Notice of Award, unless noted otherwise. No extensions of time will be granted to CONTRACTOR or any subcontractor because of its failure to have shop drawings and samples submitted in accordance with the schedule. Each subcontractor shall submit all shop drawings, samples and manufacturer's descriptive data for the review of the DISTRICT, the CONTRACTOR and the ARCHITECT through the CONTRACTOR. By submitting shop drawings, product data and samples, the CONTRACTOR or submitting party (if other than CONTRACTOR) represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified and coordinated the information

contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, "Substitutions." Review by DISTRICT and ARCHITECT shall not relieve the CONTRACTOR or any subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. CONTRACTOR'S review and approval of shop drawings shall include the following stamp:

"The Prime Contractor has reviewed and approved the construction criteria and has also made written notation regarding any information in these shop drawings that does not conform to the Project Contract Documents. The Prime Contractor shall verify actual dimensions. This shop drawing has been coordinated with the Contract Documents, and all other Shop Drawings within this Prime Contractor's scope of work. The duty of coordination has not been delegated to the prime Contractor's subcontractors, material suppliers, the Architect or the Engineers.

Spec Section: _____

Signed: _____ Date: _____

Any submission, which in ARCHITECT's opinion is incomplete, contains numerous errors, or has been checked only superficially will be returned unreviewed by the ARCHITECT for resubmission by the CONTRACTOR."

3.11.1.4 ***Extent of Review***. In reviewing shop drawings, the ARCHITECT will not verify dimensions and field conditions. The ARCHITECT will review and approve shop drawings, product data and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The ARCHITECT's review shall neither be construed as a complete check nor relieve the CONTRACTOR, subcontractor, manufacturer, fabricator or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the CONTRACTOR has, in writing, called the ARCHITECT's attention to the deviations at the time of submission. The ARCHITECT's review shall not relieve the CONTRACTOR or subcontractors from responsibility for errors of any sort in shop drawing or schedules, for proper fitting of the Work or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. CONTRACTOR and subcontractors shall be solely responsible for any quantities, which may be shown on the shop drawings.

3.11.2 **DRAWING SUBMISSION PROCEDURE**

3.11.2.1 ***Transmittal Letter and Other Requirements***. All shop drawings must be properly identified with the name of the project and dated and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All subcontractor submissions shall be made through the CONTRACTOR. Each drawing shall have a clear space for the stamps of ARCHITECT and CONTRACTOR. Only shop drawings required to be submitted by the Contract Documents shall be reviewed. All submittals are to be forwarded to the DISTRICT.

3.11.2.2 ***Copies Required***. Each submittal shall include one (1) legible, reproducible sepia and seven (7) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the CONTRACTOR, of: manufacturers' descriptive data for materials, equipment and fixtures, including catalog sheets showing dimensions, performance, characteristics and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 ***Corrections***. The CONTRACTOR shall make any corrections required by ARCHITECT and shall resubmit as required by ARCHITECT the required number of corrected copies of shop drawings or new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the ARCHITECT on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the CONTRACTOR pursuant to paragraph 4.4.

3.11.2.4 ***Approval Prior to Commencement of Work***. No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by DISTRICT and approved by ARCHITECT unless specifically directed in writing by the DISTRICT. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.11.2.5 ***Responsibility for Errors***. The ARCHITECT's review shall not relieve the CONTRACTOR or any subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the work, nor from the necessity of furnishing any work required by the Project documents which may not be indicated on shop drawings when reviewed. CONTRACTOR and subcontractors shall be solely responsible for any quantities which may be shown on the shop drawings.

3.11.3 **SAMPLE SUBMISSIONS PROCEDURE**

3.11.3.1 ***Samples Required***. In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the CONTRACTOR to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples and unless otherwise called for in the various sections of the specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged or otherwise properly identified with the name of the submitting party, the name of the project, the purpose for which the samples are submitted and the date and shall be accompanied by a letter of transmittal containing similar information, together with the specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of CONTRACTOR and ARCHITECT.

3.11.3.2 ***Labels and Instructions***. Samples of materials, which are generally furnished in containers bearing the manufacturers descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 ***Architect's Review***. The ARCHITECT will review and, if appropriate, approve submissions and will return them to the CONTRACTOR with the ARCHITECT's stamp and signature applied thereto, indicating the appropriate action in compliance with the ARCHITECT's standard procedures.

3.11.3.4 ***Record Drawings and Annotated Specifications.*** The CONTRACTOR will prepare and maintain on a current basis an accurate and complete set of record drawings showing clearly all changes, revisions and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions and other significant features, and annotated specifications showing clearly all changes, revisions and substitutions during construction. A copy of such record drawings and annotated specifications will be delivered to DISTRICT in accordance with the schedule prepared by CONTRACTOR. In the event of a specification that allows CONTRACTOR to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the CONTRACTOR has furnished. The CONTRACTOR will update the record drawings and annotated specifications as often as

necessary to keep them current but no less often than weekly. The record drawings and annotated specifications shall be kept at the site and available for inspection by the DISTRICT & ARCHITECT.

On completion of the CONTRACTOR's portion of the work and prior to application for final payment, the CONTRACTOR will provide one complete set of record drawings and annotated specifications to the DISTRICT. Certifying them to be a complete and accurate reflection of the actual construction conditions of the work.

3.11.3.5 ***Equipment Manuals.*** CONTRACTOR shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the contract documents and any additional data specifically requested under the various sections of the specifications for each division of the work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the completion of its work, the CONTRACTOR shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its work. Prior to submittal of CONTRACTOR's application for final payment, and as a further condition to its approval by the ARCHITECT, each subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the CONTRACTOR, who shall assemble these manuals for all divisions of the work, review them for completeness and submit them to the DISTRICT.

3.11.3.6 ***District's Property.*** All shop drawings and samples submitted shall become the DISTRICT's property.

3.11.4 **SUBSTITUTIONS**

3.11.4.1 ***One Product Specified.*** Unless the specifications state that no substitution is permitted, whenever in the contract documents any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction is indicated or specified by name, make, trade name or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal." CONTRACTOR may, unless otherwise stated, offer any material process or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the contract documents.

3.11.4.2 ***Two or More Products Specified.*** When two or more acceptable products are specified for an item of the work, the choice will be up to the CONTRACTOR. CONTRACTOR shall utilize the same product throughout the project. If the required notice is not provided and an "or equal" substitution is requested, the DISTRICT, at its sole discretion, may refuse to consider the substitution unless the product specified is no longer commercially available. If the DISTRICT allows the substitution to be proposed despite the lack of proper notice, the CONTRACTOR will be invoiced by the DISTRICT for the professional fees incurred by the ARCHITECT or ARCHITECT's consultants in reviewing the proposed substitution.

3.11.4.3 ***Substitution Request Form.*** Requests for substitutions of products, materials, or processes other than those specified must be made on the substitution

request form available from the ARCHITECT within five (5) calendar days of the date of the Notice to Award. Consideration of substitution does not modify the project schedule regarding shop drawing submission date. Any requests submitted after the five (5) calendar days will not be considered, except as noted in paragraph 3.11.4.2 or at the sole discretion of the DISTRICT. A substitution request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to DISTRICT; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the CONTRACTOR. The CONTRACTOR shall furnish with its request all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the ARCHITECT and the DISTRICT in determining whether the proposed substitution is acceptable. The final decision shall be the DISTRICTs. DISTRICT may condition its approval of the substitution upon delivery to DISTRICT of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the division of the state ARCHITECT's, or any other governmental agency having jurisdiction, approval of a requested substitution shall be on the requesting party.

3.11.4.4 ***List of Manufacturers and Products Required.*** The subcontractor shall prepare and submit to the CONTRACTOR within thirty-five (35) calendar days of Notice of Award, comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the project, including information on materials, equipment, and fixtures required by the contract documents, as may be required for CONTRACTOR's or ARCHITECT's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data and samples, which are required by the contract documents, but rather as a base from which more detailed submittals shall be developed for the final review of the CONTRACTOR and the ARCHITECT.

3.11.5 DEFERRED APPROVALS OF SUBSTITUTIONS

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the specifications. All risks of delay due to the Division of the State Architect's or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

3.12 CUTTING AND PATCHING

3.12.1 SCOPE

The CONTRACTOR shall be responsible for cutting, fitting or patching required to complete the work or to make its parts fit together properly. Refer to individual scope of work sheets for more detailed information.

3.12.2 CONSENT

The CONTRACTOR shall not damage or endanger a portion of the work or fully or partially completed construction of the DISTRICT or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The CONTRACTOR

shall not cut or otherwise alter such construction by the DISTRICT or a separate CONTRACTOR except with written consent of the DISTRICT and of such separate CONTRACTOR; such consent shall not be unreasonably withheld. The CONTRACTOR shall not unreasonably withhold from the DISTRICT or a separate CONTRACTOR the CONTRACTOR's consent to cutting or otherwise altering the work. All cutting shall be done promptly. And all repairs shall be made as necessary.

3.12.3 **STRUCTURAL MEMBERS**

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the ARCHITECT. Work done contrary to such authority is at the CONTRACTOR's risk, subject to replacement at its own expense and without reimbursement under the contract. Agency approvals shall be obtained by the ARCHITECT, not by the CONTRACTOR.

3.12.4 **SUBSEQUENT REMOVAL**

Permission to patch any areas or items of the work shall not constitute a waiver of the DISTRICT's or the ARCHITECT's right to require complete removal and replacement of the areas of items of the work if, in the opinion of the ARCHITECT or the DISTRICT, the patching does not satisfactorily restore quality and appearance of the work or does not otherwise conform to the contract documents.

3.13 CLEANING UP

3.13.1 CONTRACTOR'S RESPONSIBILITY

The CONTRACTOR at all times shall keep the site and surrounding area free from accumulation of waste material or rubbish caused by operations under the contract. The site shall be maintained in a neat and orderly condition. All crates, cartons, paper and other flammable waste materials shall be removed from work areas and properly disposed of at the end of each day. The CONTRACTOR shall remove from and about the site the waste materials, rubbish, tools, construction equipment, machinery and materials no longer required for the work.

3.13.2 FAILURE TO CLEANUP

If the CONTRACTOR fails to clean up as provided in the contract documents, the DISTRICT may do so, and the cost thereof shall be invoiced to the CONTRACTOR and deducted from the next progress payment. Each subcontractor shall have the responsibility for the cleanup of its own work. If the subcontractor fails to clean up, the CONTRACTOR may do so and back-charge the subcontractor.

3.13.3 CONSTRUCTION BUILDINGS

When directed by the DISTRICT or the ARCHITECT, CONTRACTOR and subcontractor shall dismantle temporary structures, if any, and remove from the site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish and supplies belonging to CONTRACTOR or subcontractor. If the CONTRACTOR does not remove the tools, equipment, machinery and materials within fifteen (15) calendar days after completion of its work, then they shall be deemed abandoned and the DISTRICT can dispose of them for its own benefit in whatever way it deems appropriate.

3.14 ACCESS TO WORK

The CONTRACTOR shall provide the DISTRICT, the ARCHITECT and the inspector, access to the work in preparation and progress wherever located.

3.15 ROYALTIES AND PATENTS

3.15.1 PAYMENT AND INDEMNITY

The CONTRACTOR shall pay all royalties and license fees. The CONTRACTOR shall defend suits or claims of infringement of patent rights and shall hold the DISTRICT and the ARCHITECT harmless from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the contract documents. However, if the CONTRACTOR has reason to believe the required design, process, or product is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless such information is promptly furnished to the ARCHITECT.

3.15.2 **REVIEW**

The review by the ARCHITECT of any method of construction, invention, appliance, process, article, device or material of any kind shall be for its adequacy for the work and shall not be an approval for the use by the CONTRACTOR in violation of any patent or other rights of any person or entity.

3.16 **INDEMNIFICATION**

3.16.1 **SCOPE: CONTRACTOR**

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the DISTRICT, ARCHITECT, ARCHITECT's consultants, the Inspector of Record, the State of California and their respective agents, employees, officers and directors, from and against claims, damages, losses and expenses (including, but not limited to attorneys' fees and costs including fees of consultants) arising out of or resulting from: performance of the work (including, but not limited to) the CONTRACTOR's or its subcontractor's use of the site; the CONTRACTOR's or its subcontractor's construction of the project, or failure to construct the project, or any portion thereof; the use, misuse, erection, maintenance, operation or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists and rigging supports, whether or not such machinery or equipment was furnished, rented or loaned by any of the indemnitees; or any act, omission, negligence or willful misconduct of the CONTRACTOR or its subcontractors or their respective agents, employees, material or equipment suppliers, invitees or licensees but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person or entity described in this paragraph.

3.16.2 **SCOPE: SUBCONTRACTORS**

3.16.2.1 ***Indemnity.*** The subcontractors shall defend, indemnify, and hold harmless the DISTRICT, the ARCHITECT and the ARCHITECT's consultants, the inspector of record, the State of California and their respective agents, employees, officers and directors from and against claims, damages, losses and expenses, including, but not limited to, attorneys fees and costs, including consultants) arising out of or resulting from: performance of the work (including, but not limited to) the subcontractors' use of the site; the subcontractors' construction of the project or failure to construct the project or any portion thereof; the use, misuse, erection, maintenance, operation or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists and rigging supports, whether or not such machinery or equipment was furnished, rented or loaned by any of the indemnities; or any act, omission negligence or willful misconduct of the subcontractors or their respective agents, employees, material or equipment suppliers, invitees or licensees but only to the extent caused in whole or in part by the acts or omissions of the subcontractor anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate,

abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person or entity described in this paragraph.

3.16.2.2 ***Joint and Several Liability.*** In the event more than one subcontractor is connected with an accident or occurrence covered by this indemnification, then all such subcontractors shall be jointly and severally responsible to each of the indemnities for indemnification, and the ultimate responsibility among such indemnifying subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any indemnity. The provisions of the indemnity provided for herein shall not be construed to indemnify any indemnity for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any indemnity has by law or equity.

3.16.3 **NO LIMITATION**

The CONTRACTOR's and the subcontractor's obligation to indemnify and defend the indemnities hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property and death of any person; for breach of any warranty, express or implied; for failure of the CONTRACTOR or the subcontractor to comply with any applicable governmental law, rule, regulation or other requirement; and for products installed in or used in connection with the work.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 DEFINITION

The ARCHITECT is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the agreement and is referred to throughout the contract documents as if singular in number. The term "architect" means the ARCHITECT or the ARCHITECT's authorized representative, and shall also refer to all engineering consultants under the ARCHITECT's direction and control.

4.1.2 MODIFICATION

Duties, responsibilities, and limitations of authority of the ARCHITECT as set forth in the contract documents shall not be restricted, modified, or extended without written consent of the DISTRICT and ARCHITECT. Consent shall not be unreasonably withheld.

4.1.3 TERMINATION

In the case of the termination of the ARCHITECT, the DISTRICT may appoint an ARCHITECT or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement ARCHITECT under the contract documents shall be that of the former ARCHITECT.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 STATUS

The ARCHITECT will provide administration of the contract as described in the contract documents and will be the DISTRICT's representative during construction, until final payment is due, and during the one (1) year period following the commencement of any warranties. The ARCHITECT will advise and consult with the DISTRICT. The ARCHITECT will have authority to act on behalf of the DISTRICT only to the extent provided in the contract documents, unless otherwise modified by in writing in accordance with other provisions of the DISTRICT/ARCHITECT agreement. The ARCHITECT will have all responsibilities and power established by law including California Code of Regulations, Title 24.

4.2.2 SITE VISITS

The ARCHITECT will visit the site at intervals necessary in the judgment of the ARCHITECT or as otherwise agreed by the DISTRICT and the ARCHITECT in writing 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. However, the ARCHITECT will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. On the basis of its on-site observations, the ARCHITECT will keep the DISTRICT informed of the progress of the work.

4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY

The ARCHITECT shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation or for safety precautions and programs in connection with the work, since these are solely the CONTRACTOR's responsibility under the contract documents. The ARCHITECT shall not be responsible for the CONTRACTOR's, subcontractors', material or equipment suppliers' or any other person's schedules or failure to carry out the work in accordance with the contract documents. The ARCHITECT shall not have control over or charge of acts or omissions of the CONTRACTOR, subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the work. The CONTRACTOR shall not be relieved of obligations to perform the work in accordance with the contract documents either by activities or duties of the ARCHITECT in the ARCHITECT's administration of the contract documents, or by tests, inspections, or approvals required or performed by persons other than the CONTRACTOR. The ARCHITECT's duties shall not extend to the receipt, inspection and acceptance on behalf of the DISTRICT of furniture, furnishings and equipment at the time of their delivery to the premises and their installation.

4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the contract documents or when direct communications are warranted by special circumstances, the DISTRICT and the CONTRACTOR shall communicate directly. Where direct communication is necessary between the DISTRICT and the CONTRACTOR, DISTRICT shall be promptly informed and shall receive copies of all written communications. Communications by and with the ARCHITECT's consultants shall be through the DISTRICT and then through the ARCHITECT. Communications by and with subcontractors and material or equipment suppliers shall be through the CONTRACTOR.

4.2.5 PAYMENT APPLICATIONS

Pursuant to Article 9, based on the ARCHITECT's observations, the CONTRACTOR's applications for payment and the Inspector's approval, the ARCHITECT will review and make recommendations to the DISTRICT regarding the amounts due the CONTRACTOR on the certificates for payment.

4.2.6 REJECTION OF WORK

In addition to the rights, duties and obligations of the inspector under this article, the ARCHITECT may recommend to the DISTRICT that the DISTRICT reject work which does not conform to the contract documents. Whenever the ARCHITECT considers it necessary or advisable to achieve the intent of the contract documents, the ARCHITECT may recommend to the DISTRICT that the DISTRICT require additional inspection or testing of the Work, whether or not such work is fabricated, installed, or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the CONTRACTOR, subcontractors, material and

equipment suppliers, their agents or employees or other persons performing portions of the work.

4.2.7 CHANGE ORDERS

The ARCHITECT will prepare change orders and construction change directives and may authorize minor changes in the work as provided in paragraph 7.1.2.

4.2.8 WARRANTIES UPON COMPLETION

The ARCHITECT in conjunction with the inspector will conduct field reviews of the work to determine the date of completion, shall receive and forward to the DISTRICT for the DISTRICT's review and records written warranties and related documents required by the contract and assembled by the CONTRACTOR, and will issue a final certificate for payment when the DISTRICT believes the work has been completed in compliance with the requirements of the contract documents. The handling by the DISTRICT of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the DISTRICT any responsibilities or liabilities required by the contract documents of the CONTRACTOR or other entities, parties, or persons performing or supplying the work.

The ARCHITECT will conduct a field review of the CONTRACTOR's comprehensive list of items to be completed or corrected (final punch list) and one (1) follow-up field review if required. The cost incurred by the DISTRICT for further field reviews or the preparation of further punch lists by the ARCHITECT shall be invoiced to the CONTRACTOR and deducted from the final payment.

4.2.9 INTERPRETATION

The ARCHITECT will interpret and decide matters concerning performance under and requirements of the contract documents on written request of either the DISTRICT or the CONTRACTOR. The ARCHITECT's response to such a request will be made with reasonable promptness, while allowing sufficient time in the ARCHITECT's professional judgment, to permit adequate review and evaluation of the request.

4.2.10 ADDITIONAL INSTRUCTIONS

4.2.10.1 ***ARCHITECT's Interpretations and Decisions.*** 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, and will not show partiality to either. The ARCHITECT will not be liable for the result of interpretations or decisions so rendered in good faith. The work shall be executed in conformity with and the CONTRACTOR shall do no work without, approved drawings, ARCHITECT's clarifying instructions and/or submittals.

4.2.10.2 ***Typical Parts and Sections.*** Whenever typical parts or sections of the work are completely detailed on the drawings and other parts or sections, which are essentially of the same construction are shown in outline only, the complete details shall apply to the work which is shown in outline.

4.2.10.3 ***Dimensions.*** Dimensions of work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on drawings, ARCHITECT shall supply them on request. The ARCHITECT's decisions on matters relating to aesthetic effect will be final if consistent with the contract documents.

4.3 INSPECTOR OF RECORD

4.3.1 GENERAL

One or more project inspectors employed by the DISTRICT and approved by the Division of the State Architect will be assigned to the work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties will be as specifically defined in Title 24.

4.3.2 INSPECTOR'S DUTIES

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

4.3.3 INSPECTOR'S AUTHORITY TO REJECT OR STOP WORK

The inspector shall have the authority to reject work that does not comply with the provisions of the contract documents. In addition, the inspector may stop any work, which poses a probable risk of harm to persons or property. The CONTRACTOR shall instruct its employees, subcontractors, material and equipment suppliers, etc., accordingly. The absence of any stop work order or rejection of any portion of the work shall not relieve the CONTRACTOR from any of its obligations pursuant to the contract documents.

4.3.4 INSPECTOR'S FACILITIES

Within seven (7) calendar days after notice to proceed, the DISTRICT shall provide the inspector with the temporary facilities as required under Division 1 of the specifications.

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

If at any time prior to the completion of the requirements under the contract documents, through no fault of its own, the DISTRICT is required to provide or secure additional professional services for any reason by any act of the CONTRACTOR, the CONTRACTOR shall be invoiced by the DISTRICT for any costs incurred for any such

additional services, which costs shall be deducted from the next progress payment. Such invoicing shall be independent from any other DISTRICT remedies. If payment, then or thereafter, due to the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the DISTRICT. Additional services shall include, but shall not be limited to, the following:

A. Services made necessary by the default of the CONTRACTOR.

B. Services made necessary due to the defects or deficiencies in the work of the CONTRACTOR.

C. Services required by failure of the CONTRACTOR to perform according to any provision of the contract documents.

D. Services in connection with evaluating substitutions of products, materials, equipment, subcontractors proposed by the CONTRACTOR, and making subsequent revisions to drawings, specifications and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

E. Services for evaluating and processing claims submitted by the CONTRACTOR in connection with the work outside the established change order process.

F. Services required by the failure of the CONTRACTOR to prosecute the work in a timely manner in compliance within the specified time of completion.

G. Services in conjunction with the testing, adjusting, balancing and startup of equipment other than the normal amount customarily associated for the type of work involved.

H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data and samples.

4.5 CLAIMS AND DISPUTES

4.5.1 DEFINITION

A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of the contract. The term "claim" also includes other disputes and matters in question between the DISTRICT and the CONTRACTOR arising out of or relating to the contract documents. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

4.5.2 DECISION OF ARCHITECT

Claims, including those alleging an error or omission by the ARCHITECT, shall be referred initially to the ARCHITECT. A decision by the ARCHITECT, as provided in paragraph 4.6.4, shall be required as a condition precedent to mediation of a claim between the CONTRACTOR and the DISTRICT as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the work, or the extent to which the work has been completed. The decision by the ARCHITECT in response to a claim shall not be a condition precedent to mediation in the event: if the position of ARCHITECT is vacant; the ARCHITECT has not received evidence or has failed to render a decision within agreed time limit; the ARCHITECT has failed to take action required under paragraph 4.6.4 within thirty (30) calendar days after the claim is made, forty-five (45) calendar days have passed after the claim has been referred to the ARCHITECT; or the claim relates to a stop notice claim.

4.5.3 TIME LIMIT ON CLAIMS

Claims by either party must be made within ten (10) calendar days after occurrence of the event giving rise to such claim or within ten (10) calendar days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Claims must be made by written notice. An additional claim made after the initial claim has been implemented by change order will not be considered. The failure of the CONTRACTOR to provide the required notice shall constitute an express waiver of any right to assert such claim, whether affirmatively or defensively.

4.5.4 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a claim including mediation, arbitration, or litigation, unless otherwise agreed to in writing, the CONTRACTOR shall proceed diligently with performance of the contract, and the DISTRICT shall continue to make any undisputed payments in accordance with the contract.

4.5.5 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.5.5.1 ***Trenches or Excavations Less Than Four (4) Feet Below The Surface***. If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the contract documents or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the contract documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) calendar days after first observance of the conditions. The ARCHITECT will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the CONTRACTOR's cost of, time required for or performance of any part of the work, will recommend an equitable adjustment in the contract sum, contract time, or both. If the ARCHITECT determines that the conditions at the site are not materially different from those indicated in the contract documents and that no change in the terms of the contract is justified, the ARCHITECT shall so notify the DISTRICT and the CONTRACTOR in writing, stating the reasons. Claims by either party in opposition to such determination must be made within

ten (10) calendar days after the ARCHITECT has given notice of the decision. If the DISTRICT and the CONTRACTOR cannot agree on an adjustment in the contract sum or the contract time, the adjustment shall be referred to the ARCHITECT for initial determination, subject to other proceedings pursuant to paragraph 4.6.

4.5.5.2 ***Trenches or Excavation Greater Than Four (4) Feet Below The Surface***. Pursuant to Public Contract Code § 7104, when any excavation or trenching extends greater than four (4) feet below the surface:

A. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) material that the CONTRACTOR believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.

(2) subsurface or latent physical conditions at the site differing from those indicated.

(3) 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.

B. The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so 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 order under the procedures described in the contract.

C. In the event that a dispute arises between the public entity 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 by 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.

4.5.6 CLAIMS FOR ADDITIONAL COST

If the CONTRACTOR wishes to make claim for an increase in the contract sum, written notice as provided herein shall be given before proceeding to execute the work. Each claim for additional cost must include any claim for additional time and its associated costs. Prior notice is not required for claims relating to an emergency endangering life or property arising under paragraph 10.4. 1. If the CONTRACTOR believes additional cost is involved for reasons, including, but not limited to the following: a written interpretation from the ARCHITECT, an order by the DISTRICT to stop the work where the

CONTRACTOR was not at fault, a written order for a minor change in the work issued by the ARCHITECT, failure of payment by the DISTRICT, termination of the contract by the DISTRICT, the DISTRICT's suspension of the work or other reasonable grounds, a claim shall be filed in accordance with the procedure established herein.

4.5.7 CLAIMS FOR ADDITIONAL TIME

4.5.7.1 ***Notice and Extent of Claim.*** If the CONTRACTOR wishes to make a claim for an increase in the contract time, written notice as provided herein shall be given. The CONTRACTOR's claim shall include the cost associated with the extension and effect of delay on progress of the work. In the case of a continuing delay, only one (1) claim is necessary.

4.5.7.2 ***Adverse Weather Claims.*** If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. All extensions of time granted for adverse weather conditions will be non compensable.

4.5.7.3 ***No Reservation Allowed.*** In no event will the CONTRACTOR be allowed to reserve its rights to assert a claim for time extension later than as required by paragraph 4.5.3 unless the DISTRICT agrees in writing to allow such reservation.

4.5.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) calendar days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be made as provided in paragraphs 4.5.6 or 4.5.7.

4.6 RESOLUTION OF CLAIMS AND DISPUTES

4.6.1 ARCHITECT'S REVIEW

The ARCHITECT will review claims and take one or more of the following preliminary actions within ten (10) calendar days of receipt of a claim: request additional supporting data from the claimant; submit a schedule to the parties indicating when the ARCHITECT expects to take action; reject the claim in whole or in part, stating reasons for rejection; recommend approval of the claim by the other party; or suggest a compromise. The ARCHITECT may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

4.6.2 DOCUMENTATION IF RESOLVED

If a claim has been resolved, the ARCHITECT will prepare or obtain appropriate documentation.

4.6.3 ACTIONS IF NOT RESOLVED

If a claim has not been resolved, the party making the claim shall, within ten (10) calendar days after the ARCHITECT's preliminary response, take one or more of the following actions: submit additional supporting data requested by the ARCHITECT; modify the initial claim; or notify the ARCHITECT that the initial claim stands.

4.6.4 ARCHITECT'S WRITTEN DECISION

If a claim has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the ARCHITECT, the ARCHITECT will notify the parties in writing that the ARCHITECT's decision will be made within seven (7) calendar days. Upon expiration of such time period, the ARCHITECT will render to the parties its written decision relative to the claim, including any change in the contract sum or contract time or both. The ARCHITECT may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.7 ALTERNATE DISPUTE RESOLUTION OF CLAIMS OF $375,000.00 OR LESS

4.7.1 CLAIMS LESS THAN $375,000.00

Notwithstanding any other provision herein, claims of $375,000.00 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contract Code § 20104, *et seq.* "Claim" for this purpose means a separate demand by the CONTRACTOR for a time extension, payment of money or damages arising from work done by or on behalf of the CONTRACTOR pursuant to the contract, for which payment is expressly provided, or the CONTRACTOR is otherwise entitled to, or an amount the payment of which is disputed by the DISTRICT.

4.7.2 SUBMISSION OF CLAIMS LESS THAN $375,000.00

The CONTRACTOR shall submit its claim of $375,000.00 or less to the DISTRICT in writing, within the time frames established under paragraph 4.5.3, but no later than before the final payment is made. The DISTRICT shall respond within the time provided by statute. If the CONTRACTOR disagrees with the response or the DISTRICT fails to respond within the time permitted. The CONTRACTOR shall notify the DISTRICT of the disagreement in writing within fifteen (15) calendar days from the date of the response or expiration of the time permitted to respond and demand a meet-and-confer conference as detailed in paragraph 4.8.1. The DISTRICT shall schedule a meet-and-confer conference within thirty (30) calendar days of the demand. If not resolved at the meet-and-confer conference, then the claim shall be submitted to mediation pursuant to the procedures set forth in paragraph 4.9. if the dispute is not resolved at the mediation, the CONTRACTOR may initiate a civil action as set forth in Public Contract Code § 20104 et seq.

4.7.3 TIME LIMITS NOT EXTENDED

Nothing in subdivision (a) of Public Contract Code § 20104.2 shall extend the time limit or supersede the notice requirements provided in this contract for filing claims by the CONTRACTOR.

4.8 DISPUTE RESOLUTION OF CLAIMS IN EXCESS OF $375,000.00

As a condition precedent to the initiation of litigation and subsequent to the fulfillment of the claims procedures established in paragraph 4.5 of this Article, disputes in excess of a total value of $375,000.00 shall first be submitted to mediation pursuant to the procedures set forth in paragraph 4 9.

4.8.1 MEET AND CONFER CONFERENCE

Following action by the ARCHITECT under Paragraph 4.6, the parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior executives of the parties who have authority to settle the controversy. The party disputing the ARCHITECT's action shall give the other party written notice of the dispute. Within ten (10) calendar days after delivery of said notice, executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within twenty (20) calendar days of the disputing party's notice, or if the party receiving such notice will not meet within ten (10) calendar days, either party may initiate mediation of the controversy or claim under paragraph 4. 9.

4.9 MEDIATION PROCEDURES.

4.9.1 NEGOTIATIONS BEFORE MEDIATION

Negotiations to resolve disputes before mediation is initiated are for settlement purposes only and are not binding.

4.9.2 MEDIATION

4.9.2.1 ***Authorization***. In the event of a dispute or issue that cannot be resolved by negotiation, the DISTRICT and the CONTRACTOR agree to attempt to resolve the matter by mediation. Said mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.

4.9.2.2 ***Initiation of Mediation***. Either party may initiate mediation by notifying the other party or parties in writing.

4.9.2.3 ***Request for Mediation***. A request for mediation shall contain a brief statement of the nature of the dispute or claim and the names, addresses and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.

4.9.2.4 ***Selection of Mediator.*** Within fourteen (14) calendar days after execution of the contract for construction, the parties will meet-and-confer to select an appropriate mediator agreeable to all parties and two (2) alternate mediators, who will serve for the entire project. If the parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

4.9.2.5 ***Qualifications of a Mediator***. Any mediator selected shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation. Before accepting an appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties shall meet and confer and decide whether to select another mediator.

4.9.2.6 ***Vacancies***. If any mediator shall become unable or unwilling to serve, the first alternate mediator shall be selected unless the parties agree otherwise.

4.9.2.7 ***Representation.*** Any party may be represented by persons of its choice, who shall have full authority to negotiate. The names and addresses of such persons shall be communicated in writing to all parties and to the mediator.

4.9.2.8 ***Time and Place of Mediation.*** The mediator shall set the time of each mediation session. The mediation shall be held at any convenient location agreeable to the mediator and the parties, as the mediator shall determine. All reasonable efforts will be made by the parties and the mediator to schedule the first session within thirty (30) calendar days after initiation of mediation.

4.9.2.9 ***Identification of Matters in Dispute.*** At least ten (10) calendar days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator such memoranda may be mutually exchanged by the parties.

At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.

4.9.2.10 ***Authority of Mediator.*** The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.

The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.

4.9.2.11 ***Privacy.*** Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

4.9.2.12 ***Confidentiality.*** Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports or other documents received by a mediator while serving as mediator shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings: views expressed or suggestions made by the other party with respect to the possible settlement of the dispute; statements made by the other party in the course of the mediation proceedings; proposals made or views expressed by the mediator; and whether the other party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

4.9.2.13 ***No Stenographic Record.*** There shall be no stenographic record of the mediation.

4.9.2.14 ***Termination of Mediation.*** The mediation shall be terminated: by the execution of a settlement agreement by the parties; by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

4.9.2.15 ***Exclusion of Liability.*** No mediator shall be a necessary party in judicial proceedings related to the mediation. No mediator shall be liable to any party for any act or omission in connection with any mediation conducted hereunder.

4.9.2.16 ***Interpretation and Application of These Mediation Provisions.*** The mediator shall interpret and apply these mediation provisions insofar as they relate to the mediator s duties and responsibility.

4.9.2.17 ***Expenses.*** The expenses of witnesses for each party shall be paid by the party producing the witnesses. All other expenses of the mediation, including, required travel and other expenses of the mediator, the expenses of any witness called by the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by all parties to the mediation.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 SUBCONTRACTOR

A subcontractor is a person or entity, who has a contract with the CONTRACTOR to perform a portion of the work at the site. The term subcontractor is referred to throughout the contract documents as if singular in number and means a subcontractor or an authorized representative of the subcontractor. The term "subcontractor" does not include a separate CONTRACTOR or subcontractors of a separate CONTRACTOR.

5.1.2 SUB-SUBCONTRACTOR

A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform a portion of the work at the site. The term "sub-subcontractor" is referred to throughout the contract documents as if singular in number and means a sub-subcontractor or an authorized representative of the sub-subcontractor.

5.1.3 SPECIALTY CONTRACTORS

If a subcontractor is designated as a "specialty CONTRACTOR" as defined in § 7058 of the Business and Professions Code, all of the work outside of that subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code § 4100, et seq.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF DISTRICT

In accordance with Public Contract Code § 4107 and 4107.5, no CONTRACTOR whose bid is accepted shall, without the written consent of the DISTRICT: substitute any person or entity as a subcontractor in place of the subcontractor designated in the original bid; permit any such subcontractor to be assigned or transferred, or allow it to be performed by any person or entity other than the original subcontractor listed in the original bid; sublet or subcontract any portion of the work in excess of one-half of one percent (.5%) of the CONTRACTOR's total bid as to which its original bid did not designate a subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the contract. Any consent, if given, shall not relieve CONTRACTOR or its subcontractors from their obligations under the terms of the contract documents.

5.2.2 GROUNDS FOR SUBSTITUTION

Pursuant to Public Contract Code § 4107 and the procedure set forth therein, no CONTRACTOR whose bid is accepted may request to substitute any person or entity as a subcontractor in place of a subcontractor listed in the original bid except in the following instances:

A. When the subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract when that written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime CONTRACTOR;

B. When the listed subcontractor becomes bankrupt or insolvent;

C. When the listed subcontractor fails or refuses to perform his or her subcontract;

D. When the listed subcontractor fails or refuses to meet the bond requirements of the prime CONTRACTOR set forth in Public Contract Code § 4108.

E. When the CONTRACTOR demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code § 4107. 5, that the name of the subcontractor was listed as the result of inadvertent clerical error;

F. When the listed subcontractor is not licensed pursuant to the CONTRACTOR's license law; or

G. When the awarding authority or its duly authorized officer, determines that the work being performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications or the subcontractor is substantially delaying or disrupting the progress of the work.

H. When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

I. When the awarding authority determines that a listed subcontractor is not a responsible contractor.

5.2.2.1 ***No Change in Contract***. Any substitutions of subcontractors shall not result in any increase in the contract price or result in the granting of any extension of time for the completion of the project.

5.2.2.2 ***Substitution Due to Clerical Error***. The CONTRACTOR, as a condition of asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall, pursuant to Public Contract Code § 4107.5, within two (2) working days after the time of the prime bid opening by the awarding authority, give written notice to the awarding authority and copies of such notice to both the subcontractor it claims to have listed in error, and the intended subcontractor who had bid to the CONTRACTOR prior to bid opening. Any listed subcontractor who has been notified by the CONTRACTOR in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the CONTRACTOR written objection to the CONTRACTOR's claim of inadvertent clerical error.

In all other cases, the CONTRACTOR must make a request in writing to the awarding authority for the substitution of a subcontractor, giving reasons therefore. The awarding authority shall mail a written notice to the listed subcontractor giving reasons for the proposed substitution. The listed subcontractor shall have five (5) working days from the date of such notice within which to file with the awarding authority written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a waiver of objection to the substitution by the listed subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the CONTRACTOR and to the listed subcontractor of a hearing by the awarding authority on the CONTRACTOR's request for substitution as provided in Public Contract Code § 4107. The determination by the awarding authority shall be final

5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CONTRACTOR by terms of the contract documents, and to assume toward the CONTRACTOR all obligations and responsibilities, which the CONTRACTOR, by the contract documents, assumes toward the DISTRICT and the ARCHITECT. Each subcontract agreement shall preserve and protect the rights of the, DISTRICT and the ARCHITECT under the Contract documents with respect to the work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the CONTRACTOR that the CONTRACTOR, by the contract documents, has against the DISTRICT. Where appropriate, the CONTRACTOR shall require each subcontractor to enter into similar agreements with sub subcontractors.

The CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the contract documents to which the subcontractor will be bound. Upon written request of the subcontractor, the CONTRACTOR shall identify to the subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the contract documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed sub subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the work is assigned by the CONTRACTOR to the DISTRICT provided that:

A. Assignment is effective only after termination of the contract with the CONTRACTOR by the DISTRICT for cause pursuant to Article 14 and only for those subcontract agreements which the DISTRICT accepts by notifying the subcontractor in writing; and

B. Assignment is subject to the prior rights of the Surety, if any, obligated under any bond relating to the contract.

5.5 SUBCONTRACTOR'S RESPONSIBILITIES

Every subcontractor is bound to the following provisions, unless specifically noted to the contrary in the subcontractor's contract subject to the limitations of paragraph 5.3 above.

5.5.1 SUPERVISION BY SUBCONTRACTORS

Subcontractors shall efficiently supervise their work, using their best skill and attention. Each of them shall carefully study and compare all drawings specifications, and other instructions, shall at once report to CONTRACTOR any error or omission which any of them may discover, and shall subsequently proceed with the work in accordance with instructions from the CONTRACTOR concerning such error or omission. Each subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

5.5.2 DISCIPLINE AND ORDER

Each subcontractor shall at all times enforce strict discipline and good order among its subcontractors, material or equipment suppliers or their agents, employees and invitees and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution or unsightly conditions relative to property areas adjacent to or in the vicinity of the site. The subcontractor shall not employ on the work any unfit person or anyone not skilled in the task assigned. The CONTRACTOR shall have the right to remove from the work any employee of a subcontractor for any reason including, without limitation, incompetence or carelessness.

5.5.3 DEFECTS DISCOVERED

Should the proper and accurate performance of the work depend upon the proper and accurate performance of other work not included in its contract, each subcontractor shall use all necessary means to discover any defect in such other work and shall allow the CONTRACTOR, the ARCHITECT or other subcontractors as CONTRACTOR elects a reasonable amount of time to remedy such defects. If the subcontractor should proceed with its work, it shall be considered to have accepted such other work, unless the subcontractor shall have proceeded pursuant to instructions in writing by the CONTRACTOR over its written objection.

5.5.4 SUBCONTRACTOR INFORMATION

Each subcontractor shall submit to the DISTRICT, the CONTRACTOR, or the ARCHITECT, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities and titles of the principal members of its staff, the adequacy of the subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with CONTRACTOR in its periodic review of the adequacy of subcontractor's supervision, personnel and equipment and the availability of necessary materials and supplies and shall promptly comply with the requirements of the CONTRACTOR with respect thereto.

5.5.5 TEMPORARY STRUCTURES

Each subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the CONTRACTOR in the subcontract agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the DISTRICT. When it becomes necessary due to the progress of the project for the subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to CONTRACTOR or DISTRICT. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall or sheet metal.

5.5.6 CHARGES TO SUBCONTRACTOR

Each subcontractor may be subject to the CONTRACTOR's reasonable charges for hoisting, repair to other work caused by the fault or negligence of subcontractor, removal of subcontractor's rubbish and clean-up occasioned by subcontractor.

5.5.7 FINES IMPOSED

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, environmental impact report mitigation requirement and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

5.5.8 PROJECT SIGNS

Each subcontractor shall not display on or about the project any sign, trademark, or other advertisement. The DISTRICT will permit a single project sign, which shall be subject to the DISTRICT's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

5.5.9 REMEDIES FOR FAILURE TO PERFORM

Without limitation of any other right or remedy available to CONTRACTOR under the contract documents or at law, should: the subcontractor fail to perform its portion of the work in a skilled and expeditious manner in accordance with the terms of the contract documents with sufficient labor, materials, equipment and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the subcontractor or the subcontractor is declared to be bankrupt or insolvent and such appointment, bankruptcy or insolvency proceedings or declaration is not set aside within thirty (30) calendar days, then the CONTRACTOR, upon three (3) calendar days notice to the subcontractor (subject to the requirements of Public Contract Code § 4107), may provide such labor, materials or perform such work.

5.5.10 DISPUTES NOT TO AFFECT WORK

In the event of any dispute as to whether or not any portion of the work is within the scope of the work to be performed by a subcontractor, or any dispute as to whether or not the subcontractor is entitled to a change order for any work requested of it, the subcontractor shall continue to proceed diligently with the performance as required by the CONTRACTOR. Regardless of the size or nature of the dispute, the subcontractor shall not under any circumstances cease or delay performance of its portion of the work during the existence of the dispute. The CONTRACTOR shall continue to pay the undisputed amounts called for under the subcontract agreement during the existence of the dispute. Any party stopping or delaying the progress of the work because of a dispute shall be responsible in damages to the DISTRICT, the ARCHITECT, and the CONTRACTOR for any losses suffered as a result of the delay.

5.5.11 APPLICATION FOR PAYMENT

CONTRACTOR agrees to advise the subcontractor if any documentation in connection with the subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

5.5.12 COMPLIANCE WITH PROCEDURES

Each subcontractor shall comply with all procedures established by the CONTRACTOR for coordination among the DISTRICT, the DISTRICT's consultants, ARCHITECT, CONTRACTOR and the various subcontractors for coordination of the work with all local municipal authorities, government agencies, utility companies and any other agencies with jurisdiction over all or any portion of the work. The subcontractor shall cooperate fully with all of the foregoing parties and authorities.

5.5.13 **ON-SITE RECORD KEEPING**

Subcontractor shall comply with all on-site record keeping systems established by the CONTRACTOR and shall, upon the request of the CONTRACTOR, provide the CONTRACTOR with such information and reports as the CONTRACTOR may deem appropriate. Without limitation of the foregoing, the subcontractor shall assemble all required permits and certificates so that they are readily accessible at the site.

5.5.14 **NON-EXCLUSIVE OBLIGATIONS**

The specific requirements of Article 5 are not intended to exclude the obligation of the subcontractor to comply with any of the other provisions of the general conditions and the other contract documents which are relevant to the proper performance of its portion of the work.

ARTICLE 6

CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

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

6.1.1 DISTRICT'S RIGHTS

The DISTRICT reserves the right to perform work related to the project with the DISTRICT's own forces and to award separate contracts in connection with other portions of the project or other construction or operations on the site under conditions of the contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. The project will be performed with multiple prime CONTRACTORS. Notwithstanding anything to the contrary in the Contract Documents, Contractor shall have the absolute obligation to work cooperatively with the Owner and all other contractors, subcontractors, suppliers and other entities working on any portion of the project or performing any operations on or off the Site, including, but not limited to, those provided for in the Project Schedule.

6.1.2 DESIGNATION AS CONTRACTOR

When separate contracts are awarded for different portions of the project or other construction or operations on the site, the term "contractor" in the contract documents in each case shall mean the CONTRACTOR who executes each separate DISTRICT/CONTRACTOR agreement.

6.1.3 CONTRACTOR DUTIES

The CONTRACTOR shall have overall responsibility for coordination and scheduling 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 construction schedules when directed to do so.

6.1.4 OBLIGATIONS

Unless otherwise provided in the contract documents, when the DISTRICT performs work related to the project with the DISTRICT's own forces, the DISTRICT shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the CONTRACTOR under the general conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 DELIVERY AND STORAGE

The CONTRACTOR shall afford the DISTRICT and separate CONTRACTORS reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate

CONTRACTORS' construction and operations with theirs as required by the contract documents.

6.2.2 NOTICE BY CONTRACTOR

If part of the CONTRACTOR's work depends upon proper execution or results from work by the DISTRICT or a separate CONTRACTOR, the CONTRACTOR shall, prior to proceeding with that portion of the work, promptly report to the ARCHITECT 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 CONTRACTOR'S completed or partially completed construction is fit and proper to receive the CONTRACTOR'S work, except as to defects not then reasonably discoverable.

6.2.3 COSTS INCURRED

Costs, expenses and damages caused by delays, improperly timed activities, defective construction or damages to another's work shall be borne by the party responsible. The DISTRICT shall deduct said costs from the CONTRACTOR's next progress payment.

6.2.4 CORRECTION OF DAMAGE

The CONTRACTOR shall promptly remedy damage wrongfully caused by the CONTRACTOR to completed or partially completed construction or to property of the DISTRICT or separate CONTRACTORS. Failure to do so will be grounds for deduction of costs from CONTRACTOR'S next progress payment.

6.3 DISTRICT'S RIGHT TO CLEAN UP

If a dispute arises among the CONTRACTOR, separate CONTRACTORS, and the DISTRICT as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in paragraph 3.13, the DISTRICT may clean up and allocate the cost among those responsible as the DISTRICT determines to be just.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 NO CHANGES WITHOUT AUTHORIZATION

There shall be no change whatsoever in the drawings, specifications, or in the work without an executed change order, construction change directive, or order by the ARCHITECT or DISTRICT for a minor change in the work as herein provided. DISTRICT shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the drawings and specifications unless the same shall have been authorized by and the cost thereof approved in writing by change order or executed construction change directive. No extension of time for performance of the work shall be allowed hereunder unless claim for such extension is made at the time changes in the work are ordered, and such time duly adjusted in writing in the change order. The provisions of the contract documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the drawings and specifications. Notwithstanding anything to the contrary in this Article 7, all change orders shall be prepared and issued by the ARCHITECT and shall become effective when executed by the DISTRICT, the ARCHITECT and the CONTRACTOR. Approval from the DSA will be precedent to payment of all change orders.

7.1.2 ARCHITECT AUTHORITY

The ARCHITECT will have authority to order minor changes in the work not involving any adjustment in the contract sum, an extension of the contract time, or a change, which is inconsistent with the intent of the contract documents. Such changes shall be effected by written change order and shall be binding on the DISTRICT and the CONTRACTOR. The CONTRACTOR shall carry out such written orders promptly.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument prepared by the ARCHITECT and signed by the DISTRICT, the CONTRACTOR, the ARCHITECT and the DSA, stating their agreement upon all of the following:

A. A change in the work;

B. The amount of the adjustment in the contract sum, if any; and

C. The extent of the adjustment in the contract time, if any.

7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD")

7.3.1 DEFINITION

A CCD is a written order prepared by the ARCHITECT and signed by the DISTRICT and the ARCHITECT, directing a change in the work and stating a proposed basis for adjustment, if any, in the contract sum or contract time, or both. The DISTRICT may by

CCD, without invalidating the contract, order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions within, the contract sum and contract time being adjusted accordingly.

7.3.2 USE TO DIRECT CHANGE

A CCD shall be used in the absence of agreement on the terms of a CO.

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 DEFINITION

An RFI a written request prepared by the CONTRACTOR asking the ARCHITECT to provide additional information necessary to clarify an item, which the CONTRACTOR feels is not clearly shown or called for in the drawings or specifications or to address problems which have arisen under field conditions.

7.4.2 SCOPE

The RFI shall reference all the applicable contract documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. the CONTRACTOR shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the contract cost, contract time or the contract documents.

7.4.3 RESPONSE TIME

The ARCHITECT must respond to an RFI within fourteen (14) calendar days after receiving such request. If the ARCHITECT's response results in a change in the work, then such change shall be effected by a written CO or CCD. If the ARCHITECT cannot respond to the RFI within fourteen (14) calendar days, the ARCHITECT shall notify the CONTRACTOR, with a copy to the inspector and the DISTRICT, of the amount of time that will be required to respond.

7.4.4 COSTS INCURRED

The CONTRACTOR shall be invoiced by the DISTRICT for any costs incurred for professional services, which shall be deducted from the next progress payment, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 DEFINITION

An RFP is a written request prepared by the ARCHITECT asking the CONTRACTOR to submit to the DISTRICT and the ARCHITECT an estimate of the effect of a proposed change on the contract price and the contract time.

7.5.2 SCOPE

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable CONTRACTOR to provide the cost breakdowns required by paragraph 7.7. the CONTRACTOR shall not be entitled to any additional compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 DEFINITION

A COR is a written request prepared by the CONTRACTOR asking the DISTRICT and the ARCHITECT to incorporate a proposed change called for in an RFP or a claim per paragraph 7.7.6 into a CO.

7.6.2 CHANGES IN PRICE

A COR shall include breakdowns per paragraph 7.7 to validate any change in contract price due to proposed change or claim.

7.6.3 CHANGES IN TIME

A COR shall also include any additional time required to complete the project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the project schedule as defined in paragraph 3.9 and Division 1 of the specifications.

7.7 COST OF CHANGE ORDERS

7.7.1 SCOPE

Within ten (10) calendar days or such lesser period of time as may be required by DISTRICT after a request is made for a change that impacts the contract sum or the contract time, the CONTRACTOR shall provide to the DISTRICT and the ARCHITECT in writing an estimate of the effect of the proposed CO upon the contract price and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change and the effect upon the contract time of such CO. Changes may be made by DISTRICT by an appropriate written CO, or, at the DISTRICT's option, such changes shall be implemented immediately upon the CONTRACTOR's receipt of an appropriate written CCD.

7.7.2 DETERMINATION OF COST

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

Value of any such extra work, change or deduction shall be determined at the sole discretion of the DISTRICT in the following ways:

1. Acceptable lump sum proposal from CONTRACTOR properly itemized and supported by sufficient substantiating data to permit evaluation. Estimates for lump sum proposals shall be limited to direct expenditures necessitated specifically by the subject extra work and shall be segregated into categories, which follow those outlined in article 7.7.2.3. In addition, the CONTRACTOR and subcontractor will be paid a lump sum for overhead, profit, and bond. Such lump sum shall conform to the percentages outlined in article 7.7.2.3 E. For added or omitted work by subcontractors, the CONTRACTOR shall furnish to the DISTRICT the subcontractor's detailed estimate of the cost for labor, material, and equipment, including the markup by the subcontractor for overhead and profit.
   Such estimate of cost shall be signed by the subcontractor. The same requirement shall apply to any sub-subcontractor or material supplier.

2. By unit prices as utilized in CONTRACTOR's original bid and incorporated into contract documents or fixed by subsequent agreement between DISTRICT and CONTRACTOR. Unit prices shall include all necessary labor, material, overhead, profit and applicable taxes.

3. Time and material. Force account for direct costs for labor, material, and equipment rental plus markups for overhead and profit for prime CONTRACTOR, subcontractor and sub-subcontractors as applicable. The following outline shall be utilized for all time and material and lump sum proposals.

   A. Labor: attach itemized direct hourly rates in accordance with certified payroll records times total hours expended. Separately show dollar amount for employer-paid payroll taxes/ insurance benefits. Enter total as direct labor time.

   B. Material: attach receipts, invoices or itemized quantity and unit costs plus tax and delivery. Enter total as material item.

   C. Equipment: attach receipts, invoices or tear tickets indicating unit costs and total hours or loads charged, (small tools with a value of less than five hundred dollars ($500.00) are to be included in markup). Enter total as equipment rental time.

   D. SUBTOTALS (lines A + B + C)

E. The allowance for the combined overhead and profit included in the total cost to the DISTRICT shall be based on the following schedules.

Schedule 1. Twenty percent (20%) combined overhead and profit, of the total estimated costs of the extra work to be performed. All subcontracted work included within the total estimated costs shall not exceed ten percent (10%) combined overhead and profit of the work performed by the subcontractor. This schedule #1 shall apply to all changes totaling less than five hundred dollars ($500.00).

Schedule 2. Fifteen percent (15%) combined overhead and profit, of the total estimated costs of the extra work to be performed.

All subcontracted work included within the total estimated costs shall not exceed ten percent (10%) combined overhead and profit of the work performed by the subcontractor. This schedule #2 shall apply to all changes totaling more than five hundred dollars ($500.00) but less than seven thousand five hundred dollars ($7,500.00).

Schedule 3. Ten percent (10%) combined overhead and profit of the total estimated costs of the extra work to be performed.

All subcontracted work included within the total estimated costs shall not exceed ten percent (10%) combined overhead and profit of the work performed by the subcontractor.

This schedule #3 shall apply to all changes totaling more than seven thousand five hundred dollars ($7,500.00), but less than fifteen thousand dollars ($15,000.00).

Schedule 4. Five percent (5%) combined overhead and profit, of the total estimated costs of the extra work to be performed.

All subcontracted work included within the total estimated costs shall not exceed ten percent (10%) combined overhead and profit of the work performed by the subcontractor.
This schedule #4 shall apply to all changes totaling more than fifteen thousand dollars ($15,000.00).

The combined overhead and profit allowances referenced in schedules 1 through 4 are to include the following costs: home office overhead, off-site supervision, change order preparation, negotiation/research, time delays, project interference and disruption, additional guarantee and warranty durations, on site supervision, additional temporary protection, additional construction facilities, additional material handling costs, additional safety equipment costs and small tools with a daily rental rate of less than two hundred and fifty dollars ($250.00).

F. SUBTOTAL (lines D + E)

G. PRIME CONTRACTOR'S BOND (nte 1% line F)

H. PRIME CONTRACTOR'S INSURANCE (nte 1% line F)

I. TOTAL CHANGE ORDER REQUEST (lines F + H)

7.7.3 AMOUNT OF CREDIT

The amount of credit to be allowed by the CONTRACTOR to the DISTRICT for a deletion or change which results in a net decrease in the contract sum shall be actual net cost. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the CONTRACTOR's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project.

7.7.4 DISCOUNTS, REBATES AND REFUNDS

For purposes of determining the cost, if any, of any change, addition or omission to the work hereunder, all trade discounts, rebates, refunds and all returns from the sale of surplus materials and equipment shall accrue and be credited to the CONTRACTOR, and the CONTRACTOR shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the CONTRACTOR's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the work as provided herein.

7.7.5 ACCOUNTING RECORDS

With respect to portions of the work performed by CO'S and CCDs on a time and materials, unit-cost, or similar basis, the CONTRACTOR shall keep and maintain cost - accounting records satisfactory to the DISTRICT, which shall be available to the DISTRICT on the same terms as any other books and records the CONTRACTOR is required to maintain under the contract documents.

7.7.6 NOTICE REQUIRED

If the CONTRACTOR desires to make a claim for an increase in the contract price, or any extension in the contract time for completion, it shall give the DISTRICT and the ARCHITECT written notice thereof within ten (10) calendar days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the contract price and/or the contract time. This notice shall be given by the CONTRACTOR before proceeding to execute the work, except in an emergency endangering life or property, in which case the CONTRACTOR shall proceed in accordance with paragraph 10.3 hereof. No claim shall be considered unless made in accordance with this subparagraph; however, the mere presentation of such claim shall not establish the

validity of the cause giving rise to such claim, or of the extension of the contract time, and/or the increase in the contract price. CONTRACTOR shall proceed to execute the work even though the adjustment has not been agreed upon. Any change in the contract price or extension of the contract time resulting from such claim shall be authorized by a CO.

7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to CO'S or CCDs issued to subcontractors by the CONTRACTOR to the same extent required of the CONTRACTOR.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 CONTRACT TIME

Unless otherwise provided, contract time is the period of time, including authorized adjustments, allotted in the contract documents for completion of the work for the entire project.

8.1.2 NOTICE TO PROCEED

The date of commencement of the work is the date established in the notice to proceed. The date shall not be postponed by the failure to act of the CONTRACTOR or of persons or entities for whom the CONTRACTOR is responsible.

8.1.3 DAYS

The term "day" as used in the contract documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 SUFFICIENT FORCES

Contractors and subcontractors shall furnish sufficient forces to ensure the prosecution of the work in accordance with the construction schedule.

8.2.2 PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of the DISTRICT. Regular working hours shall be from 7:00 a.m. to 4:00 p.m., Monday through Friday. However, all work shall comply with local ordinance for hours of work.

8.2.3 LABOR CODE APPLICATION

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the CONTRACTOR or by any subcontractor on any subcontract under this contract, upon the work or upon any part of the work contemplated by this contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of CONTRACTORS in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that 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.

CONTRACTOR shall pay to the DISTRICT a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this contract by the CONTRACTOR, or by any subcontractor, 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 (1) calendar week, in violation of the provisions of article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by 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.

8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the work done after hours is required by the contract documents to be done outside the CONTRACTOR's or the inspector's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the DISTRICT.

If the DISTRICT allows the CONTRACTOR to do work outside regular working hours for the CONTRACTOR's own convenience, the costs of any inspections required outside regular working hours shall be invoiced to the CONTRACTOR by the DISTRICT and deducted from the next progress payment.

If the CONTRACTOR elects to perform work outside the inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the CONTRACTOR by the DISTRICT and deducted from the next progress payment.

8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS

Unless otherwise provided in the contract documents, all subcontractors shall commence their work within two (2) consecutive business days after notice to them by the CONTRACTOR and shall prosecute their work in accordance with the progress of the work.

8.3 PROGRESS AND COMPLETION

8.3.1 TIME OF THE ESSENCE

Time limits stated in the contract documents and durations stated in the Project Schedule are of the essence of the contract. By executing the Agreement, the CONTRACTOR confirms that the contract time and schedule durations are a reasonable period for performing the work.

8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The CONTRACTOR shall not knowingly, except by agreement or instruction of the DISTRICT, in writing, commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the CONTRACTOR. The date of commencement of the work shall not be changed by the effective date of such insurance.

8.3.3 EXPEDITIOUS COMPLETION

The CONTRACTOR shall proceed expeditiously with adequate forces and shall achieve completion within the contract time and schedule durations.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 EXCUSABLE DELAY

The CONTRACTOR shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of the work due to unforeseeable causes beyond the control and without the fault or the negligence of CONTRACTOR, including, but not restricted to, acts of god, acts of public enemy, acts of government, acts of the DISTRICT or anyone employed by it, acts of another CONTRACTOR in performance of a contract (other than this contract) with the DISTRICT, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather or delays of subcontractors due to such causes.

8.4.2 NOTICE BY CONTRACTOR REQUIRED

The CONTRACTOR shall within seven (7) calendar days of beginning of any such delay (unless DISTRICT grants in writing a further period of time to file such notice prior to the date of final payment under the contract) notify the DISTRICT in writing of causes of delay. DISTRICT will then ascertain the facts and extent of the delay and grant an extension of time for completing the work when, in its judgment, the findings of fact justify such an extension. The DISTRICT's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the work affected by the delay and shall not apply to other portions of the work not so affected. The sole remedy of CONTRACTOR for extensions of time under paragraph 8.4.1 shall be an extension of the contract time at no cost to the DISTRICT.

8.4.3 CONDITIONS FOR EXTENSION OF TIME

If the CONTRACTOR is delayed at any time in progress of the work by an act or neglect of the DISTRICT, the ARCHITECT, an employee of either or of a separate CONTRACTOR employed by the DISTRICT, by changes ordered in the work, by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the CONTRACTOR's control, by delay authorized by the DISTRICT pending arbitration, or by other causes which the ARCHITECT determines may justify delay, then the contract time shall be extended by change order for such reasonable time as the ARCHITECT may determine. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The contract sum is stated in the agreement and, including authorized adjustments, is the total amount payable by the DISTRICT to the CONTRACTOR for performance of the work under the contract documents.

9.2 COST BREAKDOWN

9.2.1 REQUIRED INFORMATION

On forms approved by the DISTRICT, the CONTRACTOR shall furnish the following:

A. Within ten (10) calendar days of the award of the contract, a detailed breakdown of the contract price (schedule of values in accordance with a breakdown as prepared by the Contractor for each project or site. Contractor's overhead and profit shall be apportioned over each line item or separate activity of the Schedule of Values. The amount of overhead and profit apportioned to each line item or separate activity shall be proportionate to the line item percentage of the overall contract amount.

B. Within ten (10) calendar days of the award of the contract, a schedule of estimated monthly payment requests (cash flow) due the CONTRACTOR showing the values and construction time of the various portions of the work to be performed by it and by its subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the DISTRICT may require;

C. Five (5) calendar days prior to the submission of a pay request, an itemized breakdown of work done for the purpose of requesting partial payments;

D. Within ten (10) calendar days, the name, address, telephone number, fax number, license number and classification of all of its subcontractors and of all other parties furnishing labor, material or equipment for its contract, along with the amount of each such subcontract or the price of such labor, material and equipment needed for its entire portion of the work.

9.2.2 DISTRICT APPROVAL REQUIRED

The DISTRICT shall review all submissions received pursuant to paragraph 9.2.1 in a timely manner. All submissions must be approved by the DISTRICT before becoming the basis of any payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 PROCEDURE

On or before the twenty-fifth (25th) day of each calendar month during the progress of the portion of the work for which payment is being requested, the CONTRACTOR shall submit to the DISTRICT an itemized application for payment for operations completed in accordance with the schedule of values. All work will be billed on the DISTRICT's standard pay application.

9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT

As the CONTRACTOR is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from DISTRICT, to assure that there will be no delays, payment by the DISTRICT for stored material shall be made only in unusual circumstances where the ARCHITECT specifically recommends, and DISTRICT specifically approves, the payment in writing. If payments are to be made on account of materials and equipment not incorporated in the work, but delivered and suitably stored at the site or at some other location agreed upon in writing by the DISTRICT, the payments shall be conditioned upon submission by the CONTRACTOR, subcontractor, or vendor of bills of sale and such other documents satisfactory to the ARCHITECT and the DISTRICT to establish the DISTRICT's title to such materials or equipment free of all liens and encumbrances, and otherwise protect the DISTRICT's interest, including, without limitation, provision of applicable insurance and transportation to the site. All stored items shall be inventoried, specified by identification numbers (if applicable), released to the DISTRICT by sureties of the CONTRACTOR and the subcontractor and, if stored "off-site" stored only in a bonded warehouse or other location suitable to the District.

9.3.3 WARRANTY OF TITLE

The CONTRACTOR warrants that title to all work covered by an application for payment will pass to the DISTRICT no later than the time of payment. The CONTRACTOR further warrants that upon submittal of an application for payment all work for which certificates for payment have been previously issued and payments received from the DISTRICT shall, to the best of the CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the CONTRACTOR, subcontractors, material and equipment suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the work.

9.4 REVIEW OF PROGRESS PAYMENT

9.4.1 APPROVAL

The DISTRICT will, within two (2) days after receipt of the CONTRACTOR's application for payment, either approve such payment or notify the CONTRACTOR in writing of the ARCHITECT's or inspector's reasons for withholding approval in whole or in part as provided in paragraph 9.5. 1. DISTRICT, or ARCHITECT, has the discretion to require from CONTRACTOR any of the following information with the application for payment: (i) certified payroll covering the period of the previous application for payment; (ii) unconditional waivers and releases from all subcontractors/ suppliers for which payment

was requested under the previous application for payment; or (iii) material invoices, evidence of equipment purchases, rentals and other support and details of cost, including conditional releases

9.4.2 **ARCHITECT'S REVIEW**

The review of the CONTRACTOR's application for payment by the ARCHITECT is based on the ARCHITECT's observations at the site and the data comprising the application for payment that the work has progressed to the point indicated and that, to the best of the ARCHITECT's knowledge, information, and belief, the quality of the work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents, to results of subsequent tests and inspections, to minor deviations from the contract documents correctable prior to completion, and to specific qualifications expressed by the ARCHITECT. The issuance of a certificate for payment will further constitute a representation that the CONTRACTOR is entitled to payment in the amount certified. However, the review by the ARCHITECT will not be a representation that the ARCHITECT has:

A. Made exhaustive or continuous on-site inspections to check the quality or quantity of the work;

B. Reviewed construction means, methods, techniques, sequences or procedures;

C. Reviewed copies of requisitions received from subcontractors, material and equipment suppliers and other data requested by the DISTRICT to substantiate the CONTRACTOR's right to payment; or

D. Made an examination to ascertain how or for what purpose the CONTRACTOR has used money previously paid on account of the contract sum.

9.4.3 **INVOICE GENERATION, COMPLETION AND RETURN**

The billing process outlined below shall supersede any other billing procedures contained in the project specifications.

Based on billing percentages approved by the DISTRICT, ARCHITECT and the Inspector of Record, individual CONTRACTOR billings will be generated by the CONTRACTOR..

Upon receipt, CONTRACTORS are required to make five (5) copies of the billing, wet sign all copies as indicated, and return the billings to the DISTRICT within three (3) days of the date received for further processing.

Important Note: Billings must be returned to the DISTRICTS's office within the specified time frame. It is strongly recommended that CONTRACTORS use one of the following delivery methods:

- Hand delivered
- Express mail (overnight) to street address
- U.P.S. next day service
- Federal Express next day service

9.5 DECISIONS TO WITHHOLD PAYMENT

9.5.1 REASONS TO WITHHOLD PAYMENT

The DISTRICT may decide to withhold payment in whole, or in part, to the extent reasonably necessary to protect the DISTRICT if, in the DISTRICT's opinion, the representations to the DISTRICT required by paragraph 9.4.2 cannot be made. The DISTRICT may withhold payment, in whole, or in part, to such extent as may be necessary to protect the DISTRICT from loss because of:

A. Defective work not remedied;

B. Stop notices filed, unless the CONTRACTOR at its sole expense provides a bond or other security satisfactory to the DISTRICT in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the DISTRICT, which protects the DISTRICT against such claims;

C. Liquidated damages assessed against the CONTRACTOR;

D. Reasonable doubt that the work can be completed for the unpaid balance of any contract price or by the completion date;

E. Damage to the DISTRICT, another CONTRACTOR, or subcontractor;

F. Unsatisfactory prosecution of the work by the CONTRACTOR;

G. Failure to store and properly secure materials;

H. Failure of the CONTRACTOR to submit on a timely basis, proper and sufficient documentation required by the contract documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders and verified reports;

I. Failure of the CONTRACTOR to maintain record drawings;

J. Erroneous estimates by the CONTRACTOR of the value of the work performed, or other false statements in an application for payment;

K. Unauthorized deviations from the contract documents; or

L. Failure of the CONTRACTOR to prosecute the work in a timely manner in compliance with established progress schedules and completion dates.

M. Failure to provide information when requested in accordance with Article 9.4.1.above.

9.5.2 WRITTEN REASONS FOR WITHHOLDING PROVIDED

Upon request of the CONTRACTOR whose payment is deferred, the CONTRACTOR shall be given a written copy of DISTRICT's reasons for withholding payment.

9.5.3 PAYMENT AFTER CURE

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

9.6 PROGRESS PAYMENTS

9.6.1 PAYMENTS TO CONTRACTOR

Within thirty (30) calendar days after approval of the request for payment, CONTRACTOR shall be paid a sum equal to ninety percent (90%) of the value of the work performed up to the last day of the previous month, less the aggregate of previous payments. For purposes of this article, a payment request is not considered late if payment is beyond thirty (30) calendar days if the payment request is delayed due to an audit inquiry by the financial officer of the DISTRICT or any county or government agency included in the processing of the payment request. The value of the work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the CONTRACTOR, or any bondsman, from damages arising from such work or from enforcing each and every provision of this contract and the DISTRICT shall have the right subsequently to correct any error made in any estimate for payment.

Payment of Trade Contractors. It is understood by the Parties that the District, subject to the approval of its governing board, may elect to cause and to establish a Trade Contractor Payment Trust Account ("TCP/Trust Account") at no additional cost to the District for the purpose of making payments, subject to the District's approval, to all Trade Contractors. The District will then remit an amount adequate for payment of all Trade Contractor payments to the ("Trustee") of the TCP/Trust Account, who will then make progress payments to the various Trade Contractors for the Project, pursuant to the applicable Trade Contract. It is agreed by the Parties that interest, if any, earned on deposits in the TCP/Trust Account shall ensure to the benefit of the District.

The CONTRACTOR shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the DISTRICT concerning the work, or any portion thereof, remains incomplete. At any time after fifty percent (50%) of the work has been completed, if the DISTRICT, by action of its governing body, finds that satisfactory progress is being made, the DISTRICT may make any of the remaining payments in full for actual work completed or may withhold any amount up to ten percent (10%) thereof as the DISTRICT may find appropriate based on the CONTRACTOR's progress.

9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than seven (7) calendar days after receipt, pursuant to Public Contract Code 7107, the CONTRACTOR shall pay to each subcontractor, out of the amount paid to the CONTRACTOR on account of such subcontractor's portion of the work, the amount to which said subcontractor is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such subcontractor's portion of the work. The CONTRACTOR shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner.

9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION

The DISTRICT will, on request, furnish to a subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the CONTRACTOR, and action taken thereon by the DISTRICT, on account of portions of the work done by such subcontractor.

9.6.4 NO OBLIGATION FOR SUBCONTRACTOR PAYMENT

The DISTRICT shall have no obligation to pay, or to see to the payment of, money to a subcontractor except as may otherwise be required by law.

9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

An approved request for payment, a progress payment or partial or entire use or occupancy of the project by the DISTRICT shall not constitute acceptance of work not in accordance with the contract documents.

9.6.7 JOINT CHECKS

DISTRICT shall have the right, if necessary for the protection of the DISTRICT, to issue joint checks made payable to the CONTRACTOR and subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the DISTRICT and a subcontractor of any tier, any obligation from the DISTRICT to such subcontractor, or rights in such subcontractor against the DISTRICT.

9.7 COMPLETION OF THE WORK

9.7.1 CLOSEOUT PROCEDURES

When the CONTRACTOR considers that the work, or a portion thereof which the DISTRICT agrees to accept separately, is complete, the ARCHITECT shall prepare and submit to the DISTRICT a comprehensive list of minor items to be completed or corrected (punch list). The CONTRACTOR and/or its subcontractors shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does nor alter the responsibility of the CONTRACTOR to complete all work in accordance with the contract documents. Upon receipt of the ARCHITECT s list, the DISTRICT will make an inspection to determine whether the work or designated portion thereof, is complete.

If the DISTRICT's inspection discloses any item, whether or not included on the ARCHITECT s list, is not completed in accordance with the requirements of the contract documents, the CONTRACTOR shall, before DISTRICT's issuance of the notice of completion, complete or correct such item. The CONTRACTOR shall then submit a request for an additional inspection by the DISTRICT to determine completion. When the work, or designated portion thereof, is complete, the DISTRICT will prepare a notice of completion which shall establish the date of completion, establish the responsibilities of the DISTRICT and CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance and fix the time within which the CONTRACTOR shall finish all items on the list accompanying the notice of completion. Warranties required by the contract documents shall commence on the date of completion of the work or designated portion thereof, unless otherwise provided in the notice of completion. The notice of completion shall be submitted to the DISTRICT and the CONTRACTOR for their written acceptance of responsibilities assigned to them in such notice.

9.7.2 PAYMENT UPON COMPLETION

Upon completion of the work, or designated portion thereof, and upon application by the CONTRACTOR, the DISTRICT shall make payment reflecting adjustment in retainage, if any, for such work, or portion thereof, as provided in the contract documents.

9.7.3 COSTS OF MULTIPLE INSPECTIONS

More than two (2) requests of the DISTRICT to make inspections required under paragraph 9.7. 1 shall be considered an additional service of ARCHITECT and all subsequent costs will be invoiced to CONTRACTOR and withheld from remaining payments.

9.8 PARTIAL OCCUPANCY OR USE

9.8.1 DISTRICT'S RIGHTS

The DISTRICT may occupy or use any completed or partially completed portion of the work at any stage. The DISTRICT and the CONTRACTOR shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the work, insurance, the period for correction of the work, and the commencement of warranties required by the contract documents.

9.8.2 INSPECTION PRIOR TO OCCUPANCY OR USE

Immediately prior to such partial occupancy or use, the DISTRICT, the CONTRACTOR, and the ARCHITECT shall jointly inspect the area to be occupied or portion of the work to be used in order to determine and record the condition of the work.

9.8.3 NO WAIVER

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the work shall not constitute acceptance of the work not complying with the requirements of the contract documents.

9.9 COMPLETION AND FINAL PAYMENT

9.9.1 FINAL INSPECTION

CONTRACTOR shall immediately upon receipt of the punch list, initiate work on all items therein related to CONTRACTOR's work and diligently complete the same. Upon receipt of CONTRACTOR's written notice that all of the punch list items have been fully completed and the work is ready for final inspection and acceptance, ARCHITECT shall inspect the work and shall submit to CONTRACTOR, and DISTRICT a final inspection report noting the work, if any, required in order to complete the work in accordance with the contract documents. Absent unusual circumstances, this report shall consist of the punch list items not yet satisfactorily completed.

Upon completion of the work contained in the final inspection report, the CONTRACTOR shall so notify the DISTRICT, who shall again inspect such work. If the DISTRICT finds the work contained in such final inspection report acceptable under the contract documents and, therefore, the work fully completed, it shall so notify CONTRACTOR, who shall then submit to the ARCHITECT its final application for payment.

Upon receipt and approval of such final application for payment, the ARCHITECT shall issue a final certificate of payment stating that to the best of its knowledge, information, and belief and on the basis of its observations, inspections and all other data accumulated or received by the ARCHITECT in connection with the work, such Work has been completed in accordance with the contract documents. The DISTRICT shall thereupon inspect such work and either accept the work as complete or notify the ARCHITECT and the CONTRACTOR in writing of reasons why the work is not complete. Upon acceptance of the work of the CONTRACTOR as fully complete (which, absent unusual circumstances, will occur when the punch list items have been satisfactorily completed), the DISTRICT shall record a notice of completion with the county recorder, and the CONTRACTOR shall, upon receipt of payment from DISTRICT, pay the amounts due subcontractors within seven (7) days.

9.9.2 **RETAINAGE**

The retainage, less any amounts disputed by the DISTRICT or which the DISTRICT has the right to withhold, shall be paid after approval of the DISTRICT of the ARCHITECT's certificate of payment referred to in paragraph 9.9.1, after the satisfaction of the conditions set forth in paragraph 9.9, and no later than sixty (60) calendar days after the acceptance of the work and recording of the notice of completion by DISTRICT. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the CONTRACTOR to perform, in accordance with the terms and conditions of the contract Documents, except as provided to the contrary in any escrow agreement between the DISTRICT and the CONTRACTOR pursuant to Public Contract Code § 22300.

9.9.3 **PROCEDURES FOR APPLICATION FOR FINAL PAYMENT**

The application for final payment shall be accompanied by the same details as set forth in paragraph 9.3, and in addition, the following conditions must be fulfilled:

A. A full and final waiver or release of all stop notices in connection with the work shall be submitted by CONTRACTOR, including a release of stop notice in recordable form, together with (to the extent permitted by law) a copy of the full and final waiver of all stop notices or a stop notice release bond from a surety acceptable to the DISTRICT as defined by the contract documents, including a release of stop notice in recordable form, in connection with the work obtained by CONTRACTOR from each person to receive a payment thereunder, which waivers of stop notice shall be in a form as approved by DISTRICT.

B. The CONTRACTOR shall have made, or caused to have been made, all corrections to the work which are required to remedy any defects therein, to obtain compliance with the contract documents or any requirements of applicable codes and ordinances or to fulfill any of the orders or directions of DISTRICT required under the contract.

C. Each subcontractor shall have delivered to the CONTRACTOR all written guarantees, warranties, applications and bonds required by the Contract documents for its portion of the work.

D. The CONTRACTOR shall deliver to the DISTRICT reproducible final record drawings and annotated specifications showing the CONTRACTORS work as built, with the CONTRACTOR's certification of the accuracy of the record drawings and annotated specifications, all guarantees, and operation and maintenance instructions for equipment and apparatus.

E. Architect shall have issued a final certificate of payment.

F. The CONTRACTOR shall have delivered to the DISTRICT all manuals and materials required by the contract documents.

G. The CONTRACTOR shall have removed or caused to be removed, all waste materials and rubbish from and about the site, as well as all tools, construction equipment, machinery, surplus material, scaffolding equipment and any other similar materials of the CONTRACTOR or any subcontractor, shall have cleaned or caused to be cleaned, all glass surfaces and shall have left the work broom-clean, except as otherwise provided in the contract documents.

9.10 SUBSTITUTION OF SECURITIES

In accordance with §22300 of the Public Contract Code, the DISTRICT will permit the substitution of securities for any monies withheld by the DISTRICT to ensure performance under the contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR.

Securities eligible for investment under this section shall include those listed in Government Code §16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit or any other security mutually agreed to by the CONTRACTOR and the DISTRICT.

The CONTRACTOR shall be the beneficial Owner of any securities substituted for monies withheld and shall receive any interest thereon.

The escrow agreement used for the purposes of this section shall be the form set forth in Public Contract Code § 22300.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 CONTRACTOR RESPONSIBILITY

The CONTRACTOR shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract. Each CONTRACTOR shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various subcontractors employed to ensure that all employees understand and comply with the programs. Refer also to specification Section 01 52 00 CONTRACTOR's safety for additional safety requirements. In the event that sections differ, the most stringent safety practice will be enforced.

10.1.2 CONTRACTOR NOTICES

The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

10.1.3 SAFETY BARRIERS AND SAFEGUARDS

The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying DISTRICT and users of adjacent sites and utilities.

10.1.4 USE OR STORAGE OF HAZARDOUS MATERIALS

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The CONTRACTOR shall notify the DISTRICT and ARCHITECT any time that explosives or hazardous materials are expected to be stored on site. Location of storage shall be coordinated with the DISTRICT, ARCHITECT and local fire authorities.

10.2 PROTECTION OF WORK AND PROPERTY

10.2.1 PROTECTION FROM ELEMENTS

The CONTRACTOR and subcontractors shall continuously protect the work, the DISTRICT's property, and the property of others, from damage, injury or loss arising in connection with operations under the contract documents. The CONTRACTOR and subcontractors shall make good any such damage, injury or loss, except such as may be solely due to, or caused by, agents or employees of the DISTRICT.

10.2.2 PROTECTION FOR ELEMENTS

The CONTRACTOR will remove all mud, water or other elements as may be required for the proper protection and prosecution of its work. The CONTRACTOR shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the work, materials, equipment, apparatus and fixtures free from injury or damage.

10.2.3 SHORING AND STRUCTURAL LOADING

The CONTRACTOR shall not impose structural loading upon any part of the work under construction or upon existing construction on or adjacent to the site in excess of safe limits or loading such as to result in damage to the structural, architectural, mechanical, electrical or other components of the work. The design of all temporary construction equipment and appliances used in construction of the work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring and temporary bracing of structural steel, is the sole responsibility of the appropriate CONTRACTOR. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations and orders of all authorities having jurisdiction. The CONTRACTOR shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the work. The installation of such bracing or shoring shall not damage or cause damage to the work in place or the work installed by others. Any damage which does occur shall be promptly repaired by the CONTRACTOR at no cost to the DISTRICT.

10.2.4 CONFORMANCE WITHIN ESTABLISHED LIMITS

The CONTRACTOR and subcontractors shall confine their construction equipment, the storage of materials and the operations of workers to the limits indicated by laws, ordinances, permits and the limits established by the ARCHITECT and shall not unreasonably encumber the premises with construction equipment or materials.

10.2.5 SUBCONTRACTOR ENFORCEMENT OF RULES

Subcontractors shall enforce the DISTRICT's and the CONTRACTOR's instructions, laws and regulations regarding signs, advertisements, fires, smoking, the presence of liquor and the presence of firearms by any person at the site.

10.2.6 SITE ACCESS

The CONTRACTOR and the subcontractors shall use only those ingress and egress routes designated by the ARCHITECT, observe the boundaries of the site designated by the DISTRICT, park only in those areas designated, which areas may be on or off the site, and comply with any parking control program established by the DISTRICT such as furnishing license plate information and placing identifying stickers on vehicles.

10.2.7 PROTECTION OF MATERIALS

The CONTRACTOR and the subcontractors shall receive, count, inspect for damage, record, store and protect construction materials for the work and promptly send to the CONTRACTOR evidence of receipt of such materials, indicating thereon any shortage,

change or damage (failure to so note shall constitute acceptance by the subcontractor of financial responsibility for any shortage).

10.3 EMERGENCIES

10.3.1 EMERGENCY ACTION

In an emergency affecting the safety of persons or property, the CONTRACTOR shall take any action necessary, at the CONTRACTOR'S discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the CONTRACTOR on account of an emergency shall be determined as provided in Article 7.

10.3.2 ACCIDENT REPORTS

The CONTRACTOR shall promptly report in writing to the ARCHITECT all accidents arising out of or in connection with the work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the ARCHITECT.

10.4 HAZARDOUS MATERIALS

10.4.1 DISCOVERY OF HAZARDOUS MATERIALS

In the event the CONTRACTOR encounters or suspects the presence on the site material reasonably believed to be asbestos, polychlorinated biphenyl ("pcb"), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the DISTRICT and the ARCHITECT in writing, whether or not such material was generated by the CONTRACTOR or the DISTRICT. The work in the affected area shall not thereafter be resumed, except by written agreement of the DISTRICT and the CONTRACTOR, if in fact the material is asbestos, polychlorinated biphenyl (pcb) or other hazardous material, and has not been rendered harmless. The work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (pcb) or other hazardous material, or when it has been rendered harmless by written agreement of the DISTRICT and the CONTRACTOR.

10.4.2 HAZARDOUS MATERIAL WORK LIMITATIONS

In the event that the presence of hazardous materials is suspected or discovered on the site, the DISTRICT shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The CONTRACTOR shall not be required pursuant to Article 7 to perform without consent any work in the affected area of the site relating to asbestos, polychlorinated biphenyl (pcb), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by DISTRICT, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

10.4.3 INDEMNIFICATION BY FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR

In the event the presence of hazardous materials on the project site is not caused by the CONTRACTOR, DISTRICT shall pay for all costs of testing and remediation, if any. In addition, DISTRICT shall defend, indemnify and hold harmless the CONTRACTOR and its agents, officers, directors and employees from and against any and all claims, damages, losses. Costs and expenses incurred in connection with, or arising out of, or relating to the performance of the work in the area affected by the hazardous material.

10.4.4 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR

In the event the hazardous materials on the Project site is caused by the CONTRACTOR, the CONTRACTOR shall pay for all costs of testing and remediation, if any, and shall compensate the DISTRICT for any additional costs incurred as a result of CONTRACTOR's generation of hazardous material on the Project site. In addition, the CONTRACTOR shall defend, indemnify and hold harmless the DISTRICT and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of or relating to, the presence of hazardous material on the Project site.

10.4.5 TERMS OF HAZARDOUS MATERIAL PROVISION

The terms of this hazardous material provision shall survive the completion of the work and/or any termination of this contract.

ARTICLE 11

INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 INSURANCE REQUIREMENTS

Before the commencement of the work, the CONTRACTOR shall purchase from and maintain, in a company or companies lawfully authorized by the State of California, Department of Insurance, to do business in California either i) as admitted carriers or ii) as approved for the List of Eligible Surplus Line Insurers ("LESLI"), insurance as set forth under this Article 11 and as amended by the Supplementary General Conditions. For Liability and Workers' Compensation insurance, the insurance provider must also have an A.M. Best Rating of A VIII. The insurance shall protect the CONTRACTOR and DISTRICT from claims set forth below, which may arise out of or result from the CONTRACTOR's operations under the contract and for which the CONTRACTOR may be legally liable, whether such operations are by the CONTRACTOR, by a subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims for damages because of bodily injury, sickness, disease, or death of any person other than the CONTRACTOR's employees;
B. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR or by another person;
C. Claims for damages because of injury or destruction of tangible property, including loss of use resulting there from, arising from operations under the contract documents;
D. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work;
E. Claims involving blanket contractual liability applicable to the CONTRACTOR's obligations under the contract documents, including liability assumed by and the indemnity and defense obligations of the CONTRACTOR and the subcontractors; and claims involving completed operations, independent contractors' coverage, and broad form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, or excavating.
F. Insurance Limits

1. Contractor's Liability Insurance

a. Worker's Compensation

X	State:	Statutory
	Voluntary Compensation (by any exempt entities):	Same as State Workers Compensation
	Applicable Federal (e.g., Longshoremen, harbor work, work at or outside U.S. Boundaries):	

X	Employer's Liability	Statutory
	Benefits required by union labor contracts:	$1,000,000.00 Each accident As applicable

b. General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage): Can be combined Single Limit (CSL)

1. Bodily Injury:

$ 1,000,000.00	Each Occurrence
$ 2,000,000.00	Aggregate

2. Property Damage:

$ 1,000,000.00	Each Occurrence
$ 2,000,000.00	Aggregate

3. Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment and the Contractor shall continue to provide evidence of such coverage to the DISTRICT on an annual basis during the aforementioned period.

4. Property Damage Liability Insurance shall include coverage for the following hazards:

X X (Explosion)
X C (Collapse)
X U (Underground)

5. Contractual Liability (Hold Harmless Coverage): Include in CSL Form

a. Bodily Injury:

$ 1,000,000.00	Each Occurrence
$ 2,000,000.00	Aggregate

b. Property Damage:

$ 1,000,000.00	Each Occurrence
$ 2,000,000.00	Aggregate

6. Personal Injury (with Employment Exclusion deleted, if applicable):

$1,000,000.00 per occurrence
Aggregate subject to CSL Aggregate

7. If the General Liability policy includes a General Aggregate, such General Aggregate shall be not less than $2,000,000.00. Policy shall be endorsed to have General Aggregate apply to this Project only: No

If Contractor's Contract (Total Bid Price) is expected to be more than $500,000.00, the following excess liability coverage is required:

a. Umbrella Excess Liability:

$ 4,000,000.00	Over primary insurance
$ 10,000.00	Retention

b. Automobile Liability (owned, non-owned, hired):

1. Bodily Injury: $1,000,000.00 CSL

$ 1,000,000.00	Each Person
$ 1,000,000.00	Each Accident

2. Property Damage:

$ 1,000,000.00	Each Occurrence

11.1.2 **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

11.1.2.1 ***Contractor's Responsibility***. CONTRACTOR shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect CONTRACTOR and DISTRICT from all claims for personal injury, including accidental death, to any person (including, as to DISTRICT, injury or death to CONTRACTOR'S or subcontractor's employees), as well as from all claims for property damage arising from operations under this Agreement, in amounts as set forth in the Supplementary General Conditions and stated in the Agreement.

11.1.2.2 ***Proof of Insurance***. CONTRACTOR shall submit proof of insurance and shall provide certificates and endorsements for DISTRICT approval. Such endorsements shall be submitted concurrently with the Project documents.

11.1.3 **SUBCONTRACTOR INSURANCE REQUIREMENTS**

The CONTRACTOR shall either include subcontractors of all tiers as insureds under its policies or the CONTRACTOR shall furnish separate certificates and endorsements for each subcontractor of all tiers to the DISTRICT for review and approval. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of paragraphs 11.1.1 or 11.1.2.

11.1.4 **ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS**

The CONTRACTOR shall name, on any policy of insurance required under paragraphs 11.1.1 and 11.1.2, the DISTRICT, (which shall include the PROGRAM MANAGER), as additional insured. Subcontractors of all tiers shall name the

CONTRACTOR, the DISTRICT (which shall include the PROGRAM MANAGER), as additional insured. The additional insured endorsement included on all such insurance policies shall state that the coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.2 WORKERS' COMPENSATION INSURANCE

During the term of this contract, the CONTRACTOR shall provide workers' compensation insurance for all of the CONTRACTORS employees engaged in work under this contract on or at the site of the Project and, in case any of the CONTRACTOR's work is sublet, the CONTRACTOR shall require subcontractors of all tiers to provide workers' compensation insurance for all the subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the CONTRACTOR's insurance. In case any class of employees engaged in work under this contract on or at the site of the Project is not protected under the workers compensation laws, the CONTRACTOR shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The CONTRACTOR shall file with the DISTRICT certificates of insurance as required under paragraph 11.5 and in compliance with Labor Code § 3700.

11.3 BUILDER'S RISK/"ALL RISK" INSURANCE

11.3.1 COURSE OF CONSTRUCTION INSURANCE REQUIREMENTS

DISTRICT is to provide coverage in the amount of the full value of the project for losses due to fire, vandalism and theft with a maximum deductible of five thousand dollars ($5,000) per loss. Each CONTRACTOR is responsible for a share of the deductible proportionate to its portion of the total loss. Any portions of CONTRACTOR'S work and materials stored offsite are not to be covered under such insurance. In addition, CONTRACTOR is required to provide evidence that stored materials are covered under a separate policy. Property and equipment owned by CONTRACTOR or others which are not to be installed in the project are not afforded coverage by the DISTRICT's insurance. The CONTRACTOR shall be responsible for the securing and maintaining of fire insurance and other insurance on any tool, equipment, or supplies which are expected to remain its property. Coverage under the DISTRICT's policy is not construed to extend to earthquake, flood, pollution, and other commonly excluded perils.

11.3.2 CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE

Partial occupancy or use in accordance with Article 9 shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The DISTRICT and the CONTRACTOR shall take reasonable steps to obtain consent of the insurance company and shall not, without mutual consent, take any action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

11.4 OTHER INSURANCE

The CONTRACTOR shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, regulations, or other conditions of the Contract between the DISTRICT and the CONTRACTOR.

11.5 PROOF OF CARRIAGE OF INSURANCE

The CONTRACTOR shall not commence work nor shall it allow any subcontractor to commence work under this contract until all required insurance, certificates, and additional insured endorsements have been delivered in duplicate to the DISTRICT for approval subject to the following requirements:

A. Certificates of insurance shall state in particular those insured, the type of insurance, limits of liability, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

B. Certificates of insurance shall clearly state that the DISTRICT is named as additional insured under the General Liability policy described in the certificate, using an additional insured endorsement certificate or another form with similar language, and that such insurance policy shall be primary and non-contributory to any insurance or self-insurance maintained by the DISTRICT. The CONTRACTOR and its subcontractors (whereas separate policies are provided) shall submit the appropriate certificates of insurance along with the additional insured endorsement for the DISTRICT'S approval.

C. CONTRACTOR and its subcontractors of all tiers (whereas separate policies are provided) shall also include an endorsement to the Commercial General Liability policy which states that the General Liability Aggregate Limit is specifically designated to this construction project.

D. The CONTRACTOR and its subcontractors of all tiers (whereas separate policies are provided) shall provide a certified copy of any insurance policy required under this section upon written request of the DISTRICT.

11.6 COMPLIANCE

In the event of the failure of any CONTRACTOR to furnish and maintain any insurance required by this Article 11, the CONTRACTOR shall be in default under the contract. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of the contract documents, including, without limitation, the obligation to defend and indemnify and hold harmless the DISTRICT and the ARCHITECT.

11.7 PERFORMANCE AND PAYMENT BONDS

11.7.1 BOND REQUIREMENTS

Unless otherwise specified in the Supplementary General Conditions, prior to commencing any portion of the work, the CONTRACTOR shall apply for and furnish separate payment and performance bonds for its portion of the work which shall cover 100% faithful performance of and payment of all obligations arising under the contract documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the work.

To the extent, if any, that the contract price is increased in accordance with the contract documents, the amount of the bonds provided by the CONTRACTOR shall be increased automatically and accordingly and the CONTRACTOR shall promptly deliver satisfactory evidence of such increase to the DISTRICT. To the extent available, the bonds shall further provide that no change or alteration of the contract documents (including, without limitation,

an increase in the contract price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the CONTRACTOR will release the surety. If the CONTRACTOR fails to furnish the required bond, the DISTRICT may terminate the contract for cause.

11.7.2 **SURETY QUALIFICATION**

Only bonds executed by admitted surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U. S. Treasury with a bonding capacity in excess of the Project cost.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS

If a portion of the work is covered contrary to the inspector's request, the ARCHITECT's request, or to requirements specifically expressed in the contract documents, it must, if required in writing by the inspector or the ARCHITECT, be uncovered for the inspector's or the ARCHITECT's observation and be replaced at the CONTRACTOR's expense without change in the contract sum or time.

12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED

If a portion of the work has been covered which the inspector or the ARCHITECT has not specifically requested to observe prior to its being covered, the inspector or the ARCHITECT may request to see such work, and it shall be uncovered by the CONTRACTOR. If such work is in accordance with the contract documents, costs of uncovering and replacement shall, by appropriate change order, be charged to the DISTRICT. If such work is not in accordance with the contract documents, the CONTRACTOR shall pay such costs unless the condition was caused by the DISTRICT or a separate contractor, in which event the DISTRICT shall be responsible for payment of such costs to the CONTRACTOR.

12.2 CORRECTION OF WORK

12.2.1 CORRECTION OF REJECTED WORK

The CONTRACTOR shall promptly correct the work rejected by the inspector or the DISTRICT upon recommendation of the ARCHITECT or failing to conform to the requirements of the contract documents, whether observed before or after completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear the costs of correcting the rejected work, including additional testing, inspections and compensation for the inspector's or the ARCHITECT's services and expenses made necessary thereby.

12.2.2 ONE YEAR WARRANTY CORRECTIONS

If, within one (1) year after the date of completion of the work or a designated portion thereof, or after the date for commencement of warranties established under paragraph 9.9.1, or by terms of an applicable special warranty required by the Contract documents, any of the work is found to be not in accordance with the requirements of the contract documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the DISTRICT to do so unless the DISTRICT has previously given the CONTRACTOR a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of the work first performed after completion by the period of time between completion and the actual performance of the work. This obligation under this Section 12.2.2 shall survive acceptance of the work under the contract and termination of the contract. The DISTRICT shall give such notice promptly after discovery of the condition.

12.2.3 REMOVAL OF NONCONFORMING WORK

The CONTRACTOR shall remove from the site portions of the work, which are not in accordance with the requirements of the contract documents and are not corrected by the CONTRACTOR or accepted by the DISTRICT.

12.2.4 DISTRICT'S RIGHTS IF CONTRACTOR FAILS TO CORRECT

If the CONTRACTOR fails to correct nonconforming work within a reasonable time, the DISTRICT may correct it in accordance with paragraph 2.4.1. In addition, if the CONTRACTOR does not proceed with correction of such nonconforming work within the time fixed by written notice from the inspector, and the DISTRICT may remove it and store the salvageable materials or equipment at the CONTRACTOR's expense. If the CONTRACTOR does not pay costs of such removal and storage within ten (10) calendar days after written notice, the DISTRICT may, upon ten (10) additional calendar days written notice, sell such material 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 compensation for the ARCHITECT's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the CONTRACTOR should have borne, the CONTRACTOR shall be invoiced for the deficiency. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the DISTRICT.

In addition to work not in conformance, if the CONTRACTOR fails to perform the contractual scope of the CONTRACTOR's work in conformance with the project schedule, and said failure to perform is detrimental to the project completion, the DISTRICT reserves the right to complete the work in question upon written 48-hour notice of DISTRICT's intent to complete outstanding work. All costs incurred by such action will be deducted from the CONTRACTOR's next progress payment. Should the remaining progress payment prove to be inadequate to cover the DISTRICT's costs incurred for completing the work, the DISTRICT will look to the CONTRACTOR's surety for all costs incurred.
The DISTRICT's election to complete a portion of the CONTRACTOR's work which is covering a project delay or damage to another CONTRACTOR shall not relieve the CONTRACTOR of the balance of the CONTRACTOR's contractual obligations, and shall not be construed as termination of the contract unless specifically stated per the requirements of 14.2.2.

12.2.5 COST OF CORRECTING THE WORK

The CONTRACTOR shall bear the cost of correcting destroyed or damaged construction of the DISTRICT or separate contractors, whether completed or partially completed, caused by the CONTRACTOR's correction or removal of the nonconforming work.

12.2.6 NO TIME LIMITATION

Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to other obligations, which the CONTRACTOR might have under the contract documents. Establishment of the time period of one (1) year as described in

paragraph 12.2.2 relates only to the specific obligation of the CONTRACTOR to correct the work and has, for example, no relationship to the time within which the obligation to comply with the contract documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to the CONTRACTOR's obligations other than specifically to correct the work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If it is found at any time before or after completion of the work that the CONTRACTOR has varied from the contract documents in materials, quality, form, finish or in the amount or value of the materials or labor used, the ARCHITECT shall make a recommendation: that all such improper work should be removed, remade and replaced; that all work disturbed by these changes be made good at the CONTRACTOR's expense; and that the DISTRICT deduct from any amount due CONTRACTOR that sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. The ARCHITECT shall determine such difference in value. The DISTRICT, at its option, may pursue either course unless correction is required by law.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The contract shall be governed by the law of the place where the project is located.

13.2 NO ASSIGNMENT

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the contract may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR and to its purported assignee or transferee.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the contract documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE

Duties and obligations imposed by the contract documents and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 NO WAIVER

The lack of action or failure to act by the inspector, the DISTRICT, the ARCHITECT or the CONTRACTOR to insist upon strict performance of any option herein conferred shall not constitute a waiver of a right or duty afforded them under the contract documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 COMPLIANCE

Tests, inspections and approvals of portions of the work required by the contract documents will comply with Title 24, Section 4335, and with all other laws, ordinances, rules, regulations or orders of public authorities having jurisdiction.

13.5.2 **INDEPENDENT TESTING LABORATORY**

The DISTRICT will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the DISTRICT's representative and not by the CONTRACTOR. Any costs or expenses of inspection or testing occurring outside of a one hundred (100) mile radius from the Project site or not located in a contiguous county to the site, whichever distance is greater, shall be paid for by the DISTRICT, and deducted from the next progress payment.

13.5.3 **ADVANCE NOTICE TO INSPECTOR**

The CONTRACTOR shall notify the inspector of its readiness for observation or inspection at least two (2) working days in advance so that the inspector may arrange for same. The CONTRACTOR shall notify the inspector at least two (2) working days in advance of the manufacture of material to be supplied under the contract documents, which must, by terms of the contract documents, be tested in order that the inspector may arrange for the testing of the material at the source of supply.

13.5.4 **TESTING OFF-SITE**

Any material shipped by the CONTRACTOR from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said inspector that such testing and inspection will not be required, shall not be incorporated in the work.

13.5.5 **ADDITIONAL TESTING OR INSPECTION**

If the inspector, the ARCHITECT, the DISTRICT, or public authority having jurisdiction determines that portions of the work require additional testing, inspection, or approval not included under paragraph 13.5.1, the inspector will, upon written authorization from the DISTRICT, make arrangements for such additional testing, inspection, or approval. The DISTRICT shall bear such costs except as provided in paragraph 13.5.6.

13.5.6 **COSTS OF RETESTING**

If such procedures for testing, inspection or approval under paragraphs 13.5.1 and 13.5.2 reveal failure of the portions of the work to comply with requirements established by the contract documents, the CONTRACTOR shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the ARCHITECT's services and expenses. Any such costs shall be paid by the DISTRICT, invoiced to the CONTRACTOR and deducted from the next progress payment.

13.5.7 **COSTS FOR PREMATURE TEST**

In the event the CONTRACTOR requests any test or inspection for the project and is not completely ready for the inspection, the CONTRACTOR shall be invoiced by the DISTRICT for all costs and expenses resulting from that testing or inspection, including,

but not limited to, the ARCHITECT's fees and expenses and the amount of the invoice of shall be deducted from the next progress payment.

13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK

Tests or inspections conducted pursuant to the contract documents shall be made promptly to avoid unreasonable delay in the work.

13.6 INTEREST

Payments due and unpaid under the Contract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the project is located.

13.7 TRENCH EXCAVATION

13.7.1 TRENCHES GREATER THAN FIVE (5) FEET DEEP

Pursuant to Labor Code § 6705, if this contract involves the excavation of any trench or trenches five feet or more in depth, the CONTRACTOR shall, in advance of excavation, submit to the DISTRICT or to whomever DISTRICT designates a detailed plan showing the design or shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the contract for completion of the work as set forth in the Project documents. In no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL-OSHA and a CAL-OSHA permit for such plan delivered to the DISTRICT. (Labor Code § 6500; Health and Safety Code Section 17922.5).

13.7.2 TRENCHES GREATER THAN FOUR (4) FEET DEEP

If this contract involves the digging of trenches or excavations that extend deeper than four (4) feet below the surface, the following shall apply:

(1) The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any:

(i) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(ii) Subsurface or latent physical conditions at the site different from those indicated.

(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.

13.7.3 CONTRACTOR'S RESPONSIBILITY FOR SHORING, BRACING AND SLOPING

Nothing in this Article shall relieve the CONTRACTOR of the full responsibility of providing shoring, bracing, sloping or other provisions adequate for worker protection.

(1) The DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so 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 order under the procedures described in the Project documents.

(2) In the event 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 by the Project documents, but shall proceed with all the work to be performed under the Project documents. 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. (Public Contract Code section 7104.)

13.7.4 NO TORT LIABILITY OF

Pursuant to Labor Code § 6705, nothing in this Article shall impose tort liability upon the DISTRICT or any of its employees.

13.7.5 NO EXCAVATION WITHOUT PERMITS

The CONTRACTOR shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the site prior to the commencement of any excavation.

13.8 WAGE RATES, TRAVEL AND SUBSISTENCE

13.8.1 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file with the Clerk of

the DISTRICT's governing board, and copies will be made available to any interested party on request. The CONTRACTOR shall post a copy of such wage rates at the site.

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

13.8.2 HOLIDAY AND OVERTIME PAY

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1-1/2) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS

The CONTRACTOR shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages, pursuant to Labor Code § 1773.2, determined by the Director, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor and such workers.

13.8.4 TRAVEL AND SUBSISTENCE

The CONTRACTOR shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable Collective Bargaining Agreements filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

13.8.5 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice Calling for Bids or the contract subsequently awarded. However, should a scheduled change occur during the period the bid to remain open in accordance with what is known as a double asterisk determination, the new wage rates shall supersede those rates contained in the Notice Calling for Bids and shall be incorporated in the contract subsequently awarded.

13.8.6 **FORFEITURE AND PAYMENTS**

Pursuant to Labor Code § 1775, the Trade Contractor shall forfeit to the District, not more than Fifty Dollars ($50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Trade Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Trade Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Trade Contractor or Subcontractor; and (2) whether the Trade Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

13.8.7 **MINIMUM WAGE RATES**

Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

13.8.8 ***PER DIEM* WAGES**

Pursuant to Labor Code § 1773.1, *per diem* wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code § 1773.8.

13.8.9 **POSTING OF WAGE RATES**

The CONTRACTOR shall post at appropriate conspicuous points on the site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

13.9 **RECORDS OF WAGES PAID: INSPECTION**

13.9.1 PAYROLL RECORDS.

(a) Pursuant to § 1776 of the Labor Code, each Trade Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.

(b) All payroll records shall be certified and submitted to the District with each application for payment, but shall not be submitted less than once per month. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Trade Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the Trade 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 Trade Contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

(d) The Trade Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within ten (10) days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Trade Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.

(f) The Trade Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

(g) The Trade Contractor or Subcontractor(s) shall have ten (10) days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Trade Contractor or Subcontractor(s) fails to comply within the ten (10) day period, the Trade Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit Twenty-Five Dollars ($25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Trade Contractor is not subject to a penalty due to the failure of a Subcontractor to comply with this section.

The responsibility for compliance with this Article shall rest upon the Trade Contractor.

13.9.2 WITHHOLDING OF CONTRACT PAYMENTS & PENALTIES.

The District may withhold or delay contract payments to the Trade Contractor and/or any Subcontractor if:

(a) The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

(b) The Trade Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or

(c) The Trade Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or

(d) The Trade Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

(e) The Trade Contractor or Subcontractor(s) fail to comply with any applicable state laws governing labor on public works projects.

13.10 APPRENTICES

13.10.1 GOVERNED BY LABOR CODE § 1777.5

The CONTRACTOR acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Agreement is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the CONTRACTOR to ensure compliance with this Article 13.10 and with Labor Code Section 1777.5 for all apprenticing occupations.

13.10.2 EMPLOYMENT OF APPRENTICES

Apprentices of any crafts or trades may be employed and, when required by Labor Code Section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

13.10.3 APPRENTICE WAGES AND DEFINITIONS

All apprentices employed by the CONTRACTOR to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work or the craft or trade to which he or she is registered. Only apprentices, as defined in § 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with § 3070) of division 3, are eligible to be employed under this contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

13.10.4 APPRENTICE LABOR POOL

When the CONTRACTOR to whom the contract is awarded by the DISTRICT or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprentice able craft or trade, the CONTRACTOR and 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 Project, for a certificate approving the CONTRACTOR or as subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, 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 subject CONTRACTOR or subcontractor, shall arrange for the dispatch of apprentices to the CONTRACTOR or subcontractor in order to comply with this section. Every CONTRACTOR and subcontractor shall submit the 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 trade in the area of the site of the public 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. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

13.10.5 **JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS**

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 job site 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 end of the contract. However, the CONTRACTOR shall 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 job 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 (1) apprentice for each five (5) journeymen in a craft or trade classification.

13.10.6 **JOURNEYMAN/APPRENTICE RATIO**

The CONTRACTOR or subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the 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 he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the division of Apprenticeship Standards may grant a certificate exempting the CONTRACTOR from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general CONTRACTORS or to contracts of specialty contractors not bidding for work through a general or prime CONTRACTOR, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000.00) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

13.10.6.1 **APPRENTICEABLE CRAFT OR TRADE**

"Apprentice able craft or trade" as used in this Article means a craft or trade determined as an apprentice able occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. 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 a CONTRACTOR from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).

B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.

C. There is a showing that the apprentice able craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.

D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her 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.

13.10.7 **RATIO EXEMPTION**

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member CONTRACTORS will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

13.10.8 **APPRENTICE FUND**

A CONTRACTOR to whom the contract is awarded or any subcontractor who, in performing any of the work under the contract, employs 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 Project, to which fund or funds other contractors in the area of the site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project 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 the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The CONTRACTOR or subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code § 227.

13.10.9 **PRIME CONTRACTOR COMPLIANCE**

The responsibility of compliance with Article 13.10 and § 1777.5 of the Labor Code for all apprentice able occupations is with the Prime CONTRACTOR.

13.10.10 **DECISIONS OF JOINT APPRENTICESHIP COMMITTEE**

All decisions of the joint apprenticeship committee under this paragraph 13.10 and Labor Code § 1777.5 are subject to Labor Code § 3081.

13.10.11 **NO BIAS**

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex or age, except as provided in the Labor Code § 3077.

13.10.12 VIOLATION OF LABOR CODE

Pursuant to portions of Labor Code § 1777.7, in the event a Contractor or subcontractor willfully fails to comply with the provisions of this Article 13.10 and Labor Code § 1777.5:

"(a). . . the Chief of the Division of Apprenticeship Standards shall deny to the Contractor or subcontractor and its responsible officers the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of non-compliance by the Chief of the Division of Apprenticeship Standards becomes an order of the Administrator of Apprenticeship.

(b) A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of One Hundred Dollars ($100.00) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from the contract progress payments then due or to become due.

(c) In lieu of the penalty provided for in subdivision (a) or (b), the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the CONTRACTOR or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(e) The interpretation and enforcement of Section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council."

13.11 ASSIGNMENT OF ANTITRUST CLAIMS

13.11.1 APPLICATION

Public Contract Code Section 7103.5 provides that pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services or materials pursuant to the public works contract or the subcontract.

This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties. If the DISTRICT receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code), the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the DISTRICT any portion of the recovery, including treble damages, attributable to

overcharges that were paid by the assignor but were not paid by the DISTRICT as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.11.2 ASSIGNMENT OF CLAIM

Upon demand in writing by the assignor, the DISTRICT shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the DISTRICT has not been injured thereby or the DISTRICT declines to file a court action for the cause of action.

13.12 STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code § 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT, the CONTRACTOR, or any subcontractor connected with the performance of this Contract involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT, for a period of three (3) years after final payment is made under this Contract. CONTRACTOR shall preserve and cause to be preserved such books, records, and files for the audit period.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 GROUNDS FOR TERMINATION

The CONTRACTOR may terminate the contract if the work is stopped for a period of thirty (30) calendar days through no act or fault of the CONTRACTOR, a subcontractor, a sub-subcontractor, their agents or employees, or any other persons performing portions of the work for whom the CONTRACTOR is contractually responsible, for only the following reasons:

A. Issuance of an order of a court or other public authority having jurisdiction;

B. An act of government, such as a declaration of national emergency, making material unavailable;

C. If repeated suspensions, delays, or interruptions by the DISTRICT as described in paragraph 14.3 constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less; or

D. The DISTRICT has failed to furnish to the CONTRACTOR promptly, upon the CONTRACTOR's request, reasonable evidence of financing or funding as required by paragraph 2.2.1.

14.1.2 NOTICE OF TERMINATION

If one of the above reasons exists, the CONTRACTOR may, upon written notice of seven (7) additional calendar days to the DISTRICT, terminate the contract and recover from the DISTRICT payment for Work executed and for reasonable costs verified by the ARCHITECT with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit and damages.

14.1.3 NOTICE OF TERMINATION - DISTRICT FAULT

If the work is stopped for a period of sixty (60) calendar days through no act or fault of the CONTRACTOR, subcontractor, sub-subcontractor, their agents or employees, or any other persons performing portions of the work for whom the CONTRACTOR is contractually responsible because the DISTRICT has persistently failed to fulfill the DISTRICT's obligations under the contract documents with respect to matters important to the progress of the Work, the CONTRACTOR may, upon written notice of seven (7) additional calendar days to the DISTRICT, terminate the contract and recover from the DISTRICT as provided in paragraph 14.1.2.

14.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the DISTRICT may, without prejudice to any other rights or remedies of the DISTRICT and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, written notice of seven (7) calendar days, terminate the contract and may, subject to any prior rights of the Surety:

A. Take possession of the site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

B. Accept assignment of subcontracts pursuant to paragraph 5.4; and

C. Complete with work by whatever reasonable method the DISTRICT may deem expedient.

14.2.1 PAYMENTS WITHHELD

If the DISTRICT terminates the contract for one of the reasons stated in paragraph 14.1.1, the CONTRACTOR shall not be entitled to receive further payment until the work is complete.

14.2.2 PAYMENTS UPON COMPLETION

If the unpaid balance of the contract sum exceeds costs of completing the work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the DISTRICT. The amount to be paid to the CONTRACTOR or DISTRICT, as the case may be, shall be certified by the ARCHITECT upon application. This payment obligation shall survive completion of the contract.

14.3 TERMINATION OR SUSPENSION BY THE DISTRICT FOR CONVENIENCE

14.3.1 SUSPENSION BY DISTRICT

The DISTRICT may, without cause, 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.

14.3.1.1 ***Adjustments***. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the CONTRACTOR is responsible; or

B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 ***Adjustments for Fixed Cost***. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.3.2 TERMINATION DUE TO DISCOVERY OF UNKNOWN OR CHANGED CONDITIONS

The DISTRICT reserves the right to terminate this contract should the DISTRICT determine not to proceed because of the discovery of any condition described in Article 4.5.5 or Article 10.4. The CONTRACTOR shall receive payment for all work performed to the date of termination in accordance with the provisions of Article 9.

14.3.3 MUTUAL TERMINATION FOR CONVENIENCE

The CONTRACTOR and the DISTRICT may mutually agree to terminate this contract for convenience. The CONTRACTOR shall receive payment for all work performed to the date of termination in accordance with the provisions of Article 9.

ARTICLE 15

NON-UTILIZATION OF ASBESTOS MATERIAL

A. The CONTRACTOR will be required to execute and submit the Certificate Regarding Non Asbestos Containing Materials.

B. Should asbestos containing materials be installed by the CONTRACTOR in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will meet the following criteria:

1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be chosen and approved by the DISTRICT who shall have sole discretion and final determination in this matter.

4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

C. Cost of all asbestos removal, including, but no/necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by the DISTRICT shall be borne entirely by the CONTRACTOR.

D. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the CONTRACTOR at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the CONTRACTOR acknowledges the above and agrees to hold harmless the DISTRICT, its Governing Board, employees, agents, ARCHITECT, and assigns for all asbestos liability which may be associated with this work. The CONTRACTOR further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risks and liabilities.

END OF GENERAL CONDITIONS

SECTION 00800

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The General Conditions also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 01 of the Specifications.

1. ARTICLE 1, GENERAL CONDITIONS

A. Paragraph 1.1.1, THE CONTRACT DOCUMENTS, add the following sentence at the beginning of the paragraph " The District, the Contractor, the Architect, are those named as such in the Contract Documents and are referred to as if each were of singular number and masculine gender."

B. Paragraph 1.1.3, THE WORK, add the following sentence at the beginning of the paragraph "CONTRACTOR named as such in the Contract Documents is each Prime Contractor having a contractual agreement with District for Contract(s) listed in the Agreement."

2. ARTICLE 2, DISTRICT

A. Paragraph 2.2.9, COPIES FURNISHED, replace the sentence "The CONTRACTOR will be furnished ... in the Supplementary Conditions." with "The CONTRACTOR will be furnished two (2) copies of drawings and specifications free of charge."

3. ARTICLE 3, THE CONTRACTOR

A. Paragraph 3.3.1, FULL TIME SUPERINTENDENT, change the first sentence of the paragraph to read "During progress of the Work, CONTRACTOR shall keep on each active work site a competent full-time Superintendent satisfactory to DISTRICT."

B. Add the following sub-paragraph to paragraph 3.3.1, FULL TIME SUPERINTENDENT:

"3.3.1.1 Contractor shall not be relieved of the obligation to perform the work in accordance with the Contract Documents by either activities or duties of the Architect or the Construction Manager in their administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Contractor."

C. Add the following sub-paragraph to paragraph 3.3.2, STAFF:

"3.3.2.1 All Employees of the Contractor and Subcontractors shall wear, at a minimum, the following at all times while on the site: 1) Hard Hats, 2) Proper long pants and shirts with sleeves, and 3) Work boots. Work boots shall have steel toes, if necessary, for the work being performed. Employees not complying with requirements will be asked to leave the site."

4. ARTICLE 6, CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

A. Add the following sub-paragraphs to paragraph 6.1.1, DISTRICT'S RIGHTS:

"6.1.1.1 District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on project, or caused by any decision or omission of District, Construction Manager, or Architect respecting the order of precedence in performance of contracts."

"6.1.1.2 If the Contractor or any of his subcontractors or employees cause loss or damage to any separate Contractor on the work, the Contractor agrees to settle with such separate Contractor by agreement or arbitration, if they will so settle. If such separate Contractor sues the District, on account of any loss so sustained, the District, shall notify the Contractor, who shall indemnify and save harmless the District, the Construction Manager, and the Architect against any expenses or judgment arising therefrom."

5. ARTICLE 7, CHANGES IN WORK

A. Paragraph 7.7.2, DETERMINATION OF COST, change section 7.7.2.3.E. to read as follows:

"E. The allowance for the combined overhead and profit included in the total cost to the DISTRICT shall be based on the following schedules.

Schedule 1. Twenty percent (20%) combined overhead and profit, of the total estimated costs of the extra work to be performed.

All subcontracted work included within the total estimated costs shall not exceed a total of ten percent (10%) combined overhead and profit of the work performed by the subcontractor and sub-subcontractors of any tier. This schedule #1 shall apply to all changes totaling less than five hundred dollars ($500.00).

Schedule 2. Fifteen percent (15%) combined overhead and profit, of the total estimated costs of the extra work to be performed.

All subcontracted work included within the total estimated costs shall not exceed a total of ten percent (10%) combined overhead and profit of the work performed by the subcontractor and sub-subcontractors of any tier. This schedule #2 shall apply to all changes totaling more than five hundred dollars ($500.00) but less than seven thousand five hundred dollars ($7,500.00).

Schedule 3. Ten percent (10%) combined overhead and profit, of the total estimated costs of the extra work to be performed.

All subcontracted work included within the total estimated costs shall not exceed a total of ten percent (10%) combined overhead and profit of the work performed by the subcontractor and sub-subcontractors of any tier. This schedule #3 shall apply to all changes totaling more than seven thousand five hundred dollars ($7,500.00), but less than fifteen thousand dollars ($15,000.00).

Schedule 4. Five percent (5%) combined overhead and profit, of the total estimated costs of the extra work to be performed.

All subcontracted work included within the total estimated costs shall not exceed a total of ten percent (10%) combined overhead and profit of the work performed by the subcontractor and sub-subcontractors of any tier. This schedule #4 shall apply to all changes totaling more than fifteen thousand dollars ($15,000.00).

The combined overhead and profit allowances referenced in schedules 1 through 4 are to include the following costs: home office overhead, off-site supervision, change order preparation, negotiation/research, time delays, project interference and disruption, additional guarantee and warranty durations, on site supervision, additional temporary protection, additional construction facilities, additional material handling costs, additional safety equipment costs, vehicles, and small tools with a daily rental rate of less than two hundred and fifty dollars ($250.00)."

B. Add the following sub-paragraph to paragraph 7.7.3 AMOUNT OF CREDIT:

"7.7.3.1 When the District and Contractor are unable to agree upon the credit for a deletion of work, the District's estimate shall be deducted from the Contract price and may be withheld from any payment due Contractor until Contractor presents proof that the District's estimate was in error. The amount to be deducted shall be the costs to the Contractor for labor, materials, and equipment which would have been used on the deleted work."

6. ARTICLE 8, TIME

A. Add the following sub-paragraph to paragraph 8.4.1, EXCUSABLE DELAY:

"8.4.1.1 The work shall be commenced and shall be completed in conformance with the Project Construction Schedule. Construction delays caused by normal seasonal rainfall are included within the total number of calendar days specified and will not be considered as a reason for an extension of time. These conditions shall be wholly at the risk of the Contractor. Contractor is to refer to Section 01310 Project Construction Schedule for duration of individual activities contained within the **four hundred sixty (460)** calendar day project requirement. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule."

"8.4.1.2 The amount of liquidated damages shall be **one thousand dollars ($1,000.00)** per calendar day."

"8.4.1.3 Time for completion of the entire Project shall be **four hundred sixty (460)** consecutive calendar days beginning five (5) days after Contractor's receipt of the District's "Notice of Award". The aggregate sum total of all individual prime contractors to the District comprises the "Project" and shall be commenced and completed in conformance with the Project Construction Schedule.

Contractor is to refer to Section 01310 Project Construction Schedule for duration of individual activities contained within the **four hundred sixty (460)** calendar day project requirement. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the project Construction Schedule. Activity durations shall commence on the "Activity Ready Date" as shown on the Project Schedule monthly updates, unless modified by the Project Superintendent with the minimum 48-hour notice as stipulated in Section 01310."

7. ARTICLE 9, PAYMENTS AND COMPLETION

A. At paragraph 9.4.1, APPROVAL, change the review/approval time indicated from two (2) days to seven (7) days.

B. At paragraph 9.5.1, REASONS TO WITHHOLD PAYMENT, add the following item:

"N. Failure of the Contractor to submit Certified Payroll Records and all related or subsequent requests for supporting documents made by the District or its Labor Compliance Program. Reference Specification Section 00400 – Labor Compliance Program for further information and requirements."

8. ARTICLES 16, CONSTRUCTION MANAGER'S STATUS

A. Add the following sections under the new Article 16, CONSTRUCTION MANAGER'S STATUS:

"16.1 The Construction Manager, in cooperation with the Architect, shall provide administration of the Contracts for Construction as set forth below.

16.2 Provide administrative, management, and related services as required to coordinate Work of the Contractors with each other and with the activities and responsibilities of the Construction Manager, the Owner, and the Architect to complete the Project in accordance with the Owner's objectives for cost, time and quality.

16.3 Schedule and conduct preconstruction, construction and progress meetings to discuss such matters as procedures, progress problems and scheduling. Prepare and promptly distribute minutes.

16.4 Determine that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents. Endeavor to guard the Owner against defects and deficiencies in the Work. Make recommendations to the Architect regarding special inspection or testing of Work not in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed. Inform Architect of Work that Construction Manager believes to not conform to the requirements of the Contract Documents and may be rejected by the Architect.

16.5 The Construction Manager shall not be responsible for construction means, methods, techniques, sequences and procedures employed by Contractors in the performance of their Contracts, and shall not be responsible for the failure of any Contractor to carry out Work in accordance with the Contract Documents.

16.6 Consult with the Architect and Owner if any Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

16.7 Receive Certificates of Insurance from the Contractors, and forward them to the Owner's purchasing agent.

16.8 Receive from the Contractors and review all shop Drawings, Product Data, Samples and other submittals. Coordinate them with information contained in related documents and transmit to the Architect for review and approval. In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals."

9. ARTICLE 17, COMMUNICATIONS:

A. Add the following section under the new Article 17, COMMUNICATIONS:

"17.1 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Construction Manager, and shall contemporaneously provide the same communications to the Architect.

Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect."

END OF SECTION

SECTION 00810

SPECIAL CONDITIONS

PART 1 GENERAL

1.01 DESCRIPTION

A. Work of this Section includes Special Conditions, as they apply to this specific project.

1.02 ADDENDA AND CHANGE ORDERS

A. The intent of these drawings and specifications is that the work of the alteration or reconstruction is to be in accordance with Title 24, California Code of Regulations. Should any conditions such as deterioration or non-complying construction be discovered which is not covered by the contract documents wherein the finished work will not comply with Title 24, California Code of Regulations, a change order detailing and specifying the required work shall be submitted to and approved by the Office of Regulation Services, Division of the State Architect (ORS/DSA) before proceeding with the work.

B. In accordance with Part 1, Title 24, Section 4-338, California Code of Regulations, all addenda and change orders shall be approved by the Office of Regulation Services, Division of the State Architect (ORS/DSA).

1.03 VERIFICATION OF EXISTING CONDITIONS

A. It is the responsibility of the Contractor to examine the site of the work and after investigation to decide for himself the character of materials, equipment and utilities to be encountered and all other existing conditions affecting the work. It is also his responsibility to provide sufficient costs to cover the provision of all items of work under the existing conditions referred to herein.

1.04 CODES AND REGULATIONS

A. All work pertaining to and all materials supplied for executing and completing this contract shall comply with provisions specified in the contract documents and with all applicable laws, regulations and ordinances governing work including, but not necessarily limited to, those of:

1. The followings parts of Title 24, California Code of Regulations (CCR) – dates as indicated on the DSA-approved Construction Documents:

a. Part 1: Building Standards Administrative Code (BSAC).

b. Part 2: Uniform Building Code and California Amendments - California Building Code (CBC).

c. Part 3: National Electrical Code and California Amendments - California Electrical Code (CEC).

d. Part 4: Uniform Mechanical Code and California Amendments - California Mechanical Code (CMC).

e. Part 5: Uniform Plumbing Code and California Amendments - California Plumbing Code (CPC).

f. Part 6: California Energy Code (CEC).

g. Part 7: California Elevator Safety Code (CESC).

h. Part 8: California Historical Building Code (CHBC).

I. Part 9: Uniform Fire Code and California Amendments - California Fire Code (CFC).

j. Part 10: California Code for Building Conservation.

k. Part 11: (Omitted)

l. Part 12: California Referenced Standards Code (CRSC).

2. Applicable ordinances of City and County in which the project is located.

3. Governing Regulations, Part 1, California Building Standards Administrative Code:

a. ORS/DSA not subject to arbitration (Supplementary Conditions).

b. Changes in the Work, including minor changes, by Addenda or Change Order per Section 4-338 (Special Conditions, Item 1.02).

c. Inspector shall be approved by ORS/DSA. Inspector, continuous inspection of work and special inspections per Sections 4-333(b) and 4.342 (Section 01450, Quality Control).

d. Tests and testing per Section 4-335 with District paying Testing Laboratory (Section 01455, Testing and Inspection).

e. Contractor shall submit verified reports per Section 4-336 and 4-343C (Section 01450, Quality Control).

f. Copy of Parts I (CBSC) and II (CBC), Title 24, CCR shall be kept and made available at the construction site office during construction.

g. ORS/DSA shall be notified by Contractor upon start of construction per Section 4-331 and supervision shall be provided by ORS/DSA per Section 4-334.

h. Administration of construction by Architect, Structural Engineer or Professional Engineer per Section 4-333(a) and 4-341.

i. Administration of construction by Contractor per Section 4-343.

4. Regulatory Requirements as identified in Specification Section 01305.

B. Requirements for accessibility shall conform to the California Accessibility Statutes (Book One), and California Accessibility Regulations (Book Two) May 1994.

C. Enforcement includes all other codes or regulations referenced in the above listed codes.

D. The preceding listed codes, regulations and ordinances of the regulatory agencies are hereby made a part of this contract. Nothing in the contract shall be construed as allowing any violation of any provision of any of above listed documents.

E. District properties are designated No Smoking Areas. Smoking is not permitted on District property.

1.05 VARIATIONS WITH LAWS

A. If contractor or his subcontractors, suppliers or any of their employees ascertain at any time that requirements of this contract conflict with or are in violation of applicable laws, codes, regulations and ordinances he shall not proceed with work in question, except at his own risk, until Architect has been notified in writing and a written determination is made by Architect.

Where completed or partially completed work is discovered to be in violation with applicable laws, codes, regulations and/or ordinances, contractor shall be required to remove that work from site and replace such work with all new complying work at no additional cost to District.

1.06 SCHEDULE OF VALUES

A. As referenced in the General Conditions section 00700 part 9.2.1.A, the Schedule of Values for each Bid Package shall be broken down into as much detail as is required by the Construction Manager. At a minimum there shall be a separate line item per activity that is broken down by school site, by location of work (i.e. Building or site location) and by material and labor. The Schedule of Values shall also include separate line items for Bonds, Insurance, Submittals, Punchlist (per building or site location), Closeout Documentation, As-Builts, Cleanup (per building or site location), and any applicable Allowances.

1.07 APPLICATION FOR PAYMENT

A. As referenced in the General Conditions section 00700 part 9.3.1, the Construction Manager's standard pay application for each month shall consist at a minimum of the following documents:

1. Application for Payment Form (Cover)

2. Schedule of Values for Each Site

3. Conditional Waiver and Release Upon Progress Payment

4. Escrow Retention Letter (If Applicable)

5. Acknowledgement of Receipt and Acceptance of Current Project Schedule

6. As-Built Status Sheet (Signed by the IOR)

B. Failure to provide any of the above mentioned documents with the Pay Application will result in the payment being withheld in accordance with the General Conditions section 00700 part 9.5.1.H and I.

1.08 CONSTRUCTION SCHEDULE: The Contractor shall coordinate each sub-division section of the work with the construction schedule.

1.09 DEFERRED APPROVAL ITEMS

A. In accordance with Part 1, Title 24, Section 4-317, California Code of Regulations, where certain items, equipment or portions of their installation cannot be fully detailed or structurally calculated prior to selection of a specific manufacturer, the items or portions thereof may be indicated in the Documents as "Deferred Approval".

B. All Items noted or listed in the Contract Documents as "Deferred Approval" shall not be fabricated or installed until they have been approved by the Office of Regulation Services, Division of the State Architect (ORS/DSA), or, as applicable, the State Fire Marshal.

C. All submittals for approval shall be submitted to the Architect for his review, signature and submitting to ORS/DSA.

D. For all Deferred Approval Items provided by the Contractor, the Contractor shall be responsible for providing the details, structural calculations and other necessary data or material as required to complete the installation of the items and equipment without extra cost to the District.

E. It should be noted no fixed time frame can be established for agencies' approval. However, the Contractor shall be responsible for all time delays caused by his own late scheduling or incomplete drawings for deferred items.

1.10 INTERRUPTION OF EXISTING UTILITY SERVICES

A. When it is necessary to interrupt any existing utility service to make connections, a minimum of 48 hours advance notice shall be given the District and the Architect. Interruptions in utility services shall be of the shortest possible duration for the work at hand and shall be approved by the Architect.

B. In the event any utility service is interrupted without the required 48 hours notice, then the Contractor shall be financially liable for all damages suffered by the District due to the unauthorized interruption.

1.11 OWNER-FURNISHED, OWNER-INSTALLED WORK (OFOI)

A. Items shown on the drawings as OFOI shall be furnished by the District and installed by the District. Work indicated as OFOI will be performed under separate contract employed by the District at its discretion. Where work of this contract adjoins or conflicts with OFOI work, the Contractor shall cooperate with the District and its employees in a manner which will provide for a reasonable and accurate completion of this Contract and work under separate contract.

1.12 OWNER-FURNISHED, CONTRACTOR-INSTALLED WORK (OFCI)

A. The Contractor shall verify exact sizes and services required for each item of equipment indicated on the drawings or in the project manual as OFCI and shall obtain from the District rough-in drawings, diagrams, setting templates and other necessary information to assure proper mating of assemblies.

B. The Contractor shall receive at the project site each item of equipment from the District and from that time on shall assume full responsibility for the items and equipment until one year from date of substantial completion.

C. The Contractor shall give the District 15 days prior notice of the requirement for delivery to the site of all OFCI equipment.

D. Contractor shall be responsible for receiving OFCI items and equipment and shall uncrate, inspect and notify the District in writing within 7 days of receiving said items or equipment of the acceptance or rejection of the items or equipment. The District, after receiving notice, will take appropriate action to have the items or equipment made acceptable for the Contractor's use. Rejected items shall be carefully stored and protected from damage by the Contractor until the District takes appropriate action.

E. The Contractor shall be responsible for final placing, installation, connection, start-up, checking, testing and demonstrated satisfactory operation. The District will provide names of manufacturer's representatives, who shall assist the Contractor in checking, testing and demonstrating the equipment.

1.13 PERMISSIBLE WORKING DAYS AND HOURS

A. Work may be conducted on regularly scheduled school attendance days between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday.

1. During the months of April and May of any given calendar year, the schools will be conducting Student Testing. No work will be allowed on any site during the hours of testing. Work shall be conducted after testing hours at no additional expense to the District. Modified schedules are to be coordinated with the Construction Manager during testing.

B. Work may be conducted at any hour during Saturdays, Sundays and non-school session days, when written notification to the District has been submitted at least 72 hours prior and the anticipated schedule of work activities has been approved by the District and the Construction Manager. All work scheduled outside of the work hours identified in part 1.13.A of this specification section will require the presence of the Construction Manager and the Inspector of Record. Costs for that time will be the responsibility of the Contractor(s) making the request and will be deducted from the Contractor(s)' pay application per occurrence.

C. Conform to Section 01455 for required payment for Inspector's services performed during overtime hours.

1.14 RELOCATION OF UTILITIES

A. The Contractor shall have the responsibility of timely removal, relocation or protection of public utility facilities which are not identified by the public entity in the drawings and specifications, in accordance with Government Code 4215. The Contractor shall exercise reasonable care in removing and relocating such public utility facilities. If the Contractor while performing the contract discovers public utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing and coordinate the removal or relocation of said utilities with the applicable agency.

1.15 STANDARDS FOR FASTENERS

A. Where expansion anchors or powder-driven fasteners are required by any section of the technical specifications, they shall conform to the standards specified in Section 01453 for tension and shear values.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

ARTICLE 1: SCOPE OF WORK

Section 1.01 Summary of Work

A. The work under this Contract necessary for and incidental to the execution and completion of all work indicated in the Contract Documents for the construction of:

Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
San Bernardino City Unified School District

Contract Documents (Drawings and Technical Specifications) marked prepared by PSWC Group, 1887 Business Center Drive, Suite 3, San Bernardino, CA 92408.

Summary of Work (Section 01010) was prepared by Vanir Construction Management, Inc., 290 North D Street, Suite 900, San Bernardino, CA 92401.

B. The work under this Contract includes furnishing all labor, materials, equipment, services and transportation, except as specifically excluded which is required for the completion of the Project in accordance with the provisions of the Contract Documents.

C. GENERAL DESCRIPTION OF THE SCOPE OF WORK:

The scope of work includes, but is not necessarily limited to, the following major items:

1. Temporary facilities and construction.
2. Site clearing and demolition including demolition of existing streets and utilities.
3. Off site demolition and construction.
4. Off site utility connections.
5. New off and on-site utility services.
6. New site construction including fencing, parking areas, site lighting, site walks and courtyards, play field construction, playground construction, retention basin construction, free standing shade structures "H", miscellaneous site enclosures.
7. Complete construction of Buildings A, B, C, D, E, F, K including classroom buildings, administration building, library/media center, multi-purpose building, and kitchen building.
8. Miscellaneous other related work.

Section 1.02 Contractor's Duties

A. Perform work in accordance with Title 24, California Code of Regulations.

B. Except as specifically noted, provide and pay for the:

1. Labor, materials, taxes, insurance, services and equipment.
2. Tools, construction equipment and machinery.

3. Connections to sources and extensions to locations of water, electrical, power, gas, telephone and other utilities required for construction as noted in Section 01500.
4. Other facilities and services necessary for proper execution and completion of work, including temporary facilities described in Section 01500.
5. The costs of natural gas, water, and electricity used for on-site construction, and related temporary facilities will be paid by the District. Costs relating to telephone services shall be paid by the Contractor.

C. Secure and pay for all required permits and tests for proper execution and completion of work, as applicable, at time of receipt of bids.

D. Give required notices.

E. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, which bear on performance of work.

F. Promptly submit written notice to District's Representative of observed variance of Contract Documents from legal requirements.

G. Enforce strict discipline and good order among employees. Do not employ unfit persons or persons not skilled in assigned tasks.

H. Each Bid Package Contractor will be responsible for providing adequate temporary lighting to perform the Work of their respective Bid Package.

Section 1.03 Form of Contract

A. Construct the work of the Bid Package(s) under a single lump-sum contract and execute the Agreement furnished with the Contract Documents.

B. The District has initiated and enforces a Labor Compliance Program (LCP) that has received initial approval from the Director of the Department of Industrial Relations (DIR) in accordance with Labor Code 1770, *et seq.,* which requires the payment of the general rate of per diem wages or the general rate of per diem wages for holiday and overtime work for any State Funded School Facilities project.

Section 1.04 Changes to the Documents

A. Changes to the approved Contract Drawings and Specifications shall be made by addendum or change order approved by the Division of the State Architect (DSA), as required by Section 4-342, Part 1, Title 24, California Code of Regulations (CCR).

ARTICLE 2: BID PACKAGES

Section 2.01 Bid Packages

A. A separate contract will be entered into by the District for each of the listed Bid Packages.

B. Nothing contained in the Contract Documents, including the Bid Package Descriptions, shall be construed by Contractors as an assignment of work to any construction industry trade. Each Contractor is responsible for their own assignments within their respective Bid Package(s).

Section 2.02 Interfacing Bid Packages

A. Each Contractor shall become familiar with the work scopes of all other Bid Packages that interface with their respective Bid Package(s). Each Contractor shall consider that the work of their Bid Package(s) may follow the work of another Bid Package or Bid Packages. The other Contractors may perform work after the work of their Bid Package(s), and the other Contractors may work simultaneously with the work of their own Bid Package(s). Each Contractor shall interface, cooperate and coordinate with other Contractors.

B. If the same scope of work appears to be duplicated in more than one Bid Package, this information shall be brought to the attention of the Construction Manager, who will cause an addendum to be issued to clarify the assignment of scope. Absent such addendum, each Contractor shall assume that he is responsible for all work described in their Bid Package even if it appears to be duplicated elsewhere. Duplicated work shall be removed from any Bid Package by deductive change order.

Section 2.03 Table of Bid Packages

Bid Package 01:	General Construction/Building
Bid Package 02:	Site Work (On-Site)
Bid Package 03:	Off-Site Improvements and On/Off-Site Utilities
Bid Package 04:	Mechanical & Plumbing
Bid Package 05:	Electrical

Section 2.04 Bid Package Descriptions

The Bid Package Descriptions for Bid Packages 1 through 5 are per the following Pages:

(Note: The following Bid Package descriptions are intended to define, as clearly as possible, all of the work of the specific Bid Packages. Work not specifically described in any Bid Package Description that is reasonably and normally associated with that Bid Package, shall be assumed to be included. All questions/clarifications regarding the work scope of specific Bid Packages shall be submitted in writing to the Construction Manager at least five (5) working days prior to Bid Opening.)

Bid Package Description:

BID PACKAGE: 01 **General Construction/ Building**

"B" Classification California Contractor's License and Cal OSHA Certificate are required for this Bid Package.

SCOPE OF WORK SUMMARY:

The Scope of Work (Work) includes, but is not necessarily limited to, furnishing all labor, materials, accessories, appliances, tools, equipment, facilities, transportation, applicable taxes and services necessary for, and incidental to, performing all operations in connection with the specification sections listed below, complete as indicated on the drawings and specifications or incidental to the requirements of General Construction/Building Bid Package Contractor and/or specified herein, unless specifically excluded.

The Following Specifications are primary to this Bid Package:
(All of the Work of these Specification Divisions and Sections must be included in this Bid Package.)

Division 01 – General Requirements
01312 Construction Indoor Air Quality
01340 Construction and Demolition Waste Management
01500 Temporary Facilities and Controls
01585 Project Signs
01710 Cleaning

Division 02 – Site Work
02315 Excavation
02316 Filling and Backfilling
02361 Soil Treatment for Termite Control

Division 03 - Concrete
03100 Concrete Forms and Accessories
03200 Concrete Reinforcement
03300 Cast-in-Place Concrete

Division 05 - Masonry
05120 Structural Steel
05500 Metal Fabrications
05520 Handrails and Railings
05810 Expansion Joint Cover Assemblies

Bid Package: 01 (continued)

Division 06 – Wood, Plastics and Composites

06100	Rough Carpentry
06181	Glue-Laminated Structural Units
06200	Finish Carpentry
06410	Custom Cabinets
06605	Fiberglass Reinforced Plastic Panels

Division 07 – Thermal and Moisture Protection

07130	Sheet Waterproofing
07140	Fluid Applied Waterproofing
07190	Water Repellents
07212	Batt Insulation
07311	Asphalt Shingles
07510	Built-Up Bituminous Roofing
07620	Sheet Metal Flashing and Trim
07720	Roof Hatches
07840	Firestopping
07900	Joint Sealers

Division 08 – Doors and Windows

08110	Hollow Metal Doors/Frames
08210	Wood Doors
08310	Access Doors and Panels
08330	Counter Coiling Doors
08625	Tubular Skylights
08710	Finish Hardware
08800	Glass and Glazing

Division 09 - Finishes

09206	Metal Lath
09220	Portland Cement Plaster
09260	Gypsum Board Assemblies
09300	Ceramic Tile
09302	Quarry Tile
09505	Acoustical Tile Ceilings
09511	Suspended Acoustical Panel Ceilings
09650	Resilient Flooring
9681.2	6' Roll Goods Vinyl Backed Carpet
9681.3	Vinyl Backed Walk-Off Mat
09720	Wall Covering
09900	Paints and Coatings
09965	Anti-Graffiti Coating

Division 10 - Specialties

10105	Markerboards and Tackboards
10121	Tackable Wall Systems
10170	Plastic Toilet Compartments

Bid Package: 01 (continued)

10400	Identification Devices
10405	Detectable Warning Systems
10420	Cast Bronze Plaques
10426	Signage and Graphics
10500	Lockers
10523	Fire Extinguishers, Cabinets and Accessories
10651	Operable Panel Partitions
10810	Toilet Accessories

Division 11 - Equipment

11400	Food Service Equipment
11401	Custom Fabricated Food Service Equipment
11405	Food Service Equipment – Walk-In
11425	Hood and Ventilation Equipment
11450	Appliance Equipment

Division 12 - Furnishings

12492	Horizontal Louver Blinds
12494	Curtain and Track - Cubicle
12495	Curtain and Track

The Following Specifications Sections include related work to be performed by this Bid Package Contractor as it applies to this Bid Package:

Division 00 – All Sections
Division 01 – All Sections
Division 01 – Section 01322 – Construction Project Schedule

INCLUSIONS:

General Notes

1.1 This Bid Package Contractor is responsible for assessment of security needs within and around Site Boundaries and to maintain sufficient security and safety measures to effectively prevent vandalism, vagrancy, theft, arson, and all other such negative impacts to the Work. Any impacts to the progress of the Work due to loss from inadequate security and safety measure, will be the responsibility of the Contractor.

1.2 This Bid Package Contractor, by submitting a bid, is acknowledging that he / she has made a thorough inspection of this project site and that Contractor has made a detailed comparison between the existing conditions on the site and those indicated within the Contract Documents.

1.3 Provide all submittals, shop drawings, samples, deferred submittals, and schedules required for submittals as specified in section 01105, Phasing of The Work for approval by the architect to assure long lead times do not affect the scheduled Work.

Bid Package: 01 (continued)

1.4 This Bid Package Contractor will have a foreman/superintendent attend and participate in weekly coordination meetings as scheduled by the Construction Manager. In these meetings, foreman/superintendent will be prepared to discuss coordination and scheduling of their bid package Work as it relates to other bid package contractor's Work. Failure of Contractor's representative to attend scheduled weekly Progress Meetings will result is a $100 backcharge to Contractor for each missed meeting. A three week look-ahead schedule will be required from each bid package contractor prior to the start of this meeting as required per Section 01310.

1.5 This Bid Package Contractors is responsible for maintaining areas free of waste materials, debris, and rubbish and maintaining the work site in a clean and orderly condition. Debris shall be cleared and disposed of each day so that no debris accumulates. If Contractors fail to maintain a clean work area as determined by the Construction Manager, Construction Manager will assemble a composite crew from each responsible Bid Package Contractor to perform cleaning or at his discretion, hire additional labor to perform cleaning and backcharge the Bid Package Contractors accordingly.

1.6 Notify affected utility companies before starting Work and comply with their requirements.

1.7 Contractor shall coordinate with the On-Site Bid Package Contractor, Off-Site Bid Package Contractor and all Utility Agencies as necessary to permit, schedule and perform Work within this Bid Package.

1.8 This Bid Package Contractor is responsible for all layouts, field engineering, and staking as may be required to complete the Work of this bid package.

1.9 All surveying and staking specific to the execution of this Bid Package Contractor's Work shall be provided by same. Building corners will be provided by Bid Package #2.

1.10 Multiple move-in may be required for the performance of this bid package. There is no predetermined number of move-ins required to meet contract schedule. Work shall be done in accordance with the project schedule and the requirements of the Construction Manager.

1.11 On project buildings, temporary offices, storage containers, etc, promptly obscure and/or repair any vandalism and graffiti on a daily basis.

1.12 Includes all Work under the primary specification sections and all applicable Work under the specification sections which include related Work required from this Bid Package Contractor as listed above.

1.13 This Bid Package Contractor will provide Daily Work Reports on a daily basis delivered to Construction Manager's field office no later than 2:00pm for that day worked. Include all information of Work and workmen by vendors, equipment owner/operators, visitors and sub-contractors. Sub-Contractors Daily Work Report shall be attached to Bid Package Contractor's daily work report.

Bid Package: 01 (continued)

1.14 Includes compliance with all soils' requirements specified by the project Geotechnical Investigation Report in coordination with the Structural and Civil drawings' requirements as they apply to the scope of work of this Bid Package.

1.15 Provide all scaffolding and equipment necessary to efficiently and safely install all of the Work of this bid package. All scaffolding placed on a finish slab may not be done without proper plywood and sand base for protection. All scaffolding work shall be OSHA compliant.

1.16 All debris generated by this Bid Package Contractor shall be legally removed and disposed of offsite, and work areas shall be clear of construction debris and left broom clean at the end of each work day.

1.17 Provide continuous as needed dust control for the trenching, excavation and backfill requirements of this bid package.

1.18 In accordance with Section 01210 – Allowances, include as part of this Bid Package, all work associated with a lump allowance totaling the amount applicable to this Bid Package to be used at the sole discretion of the District.

1.19 Work will be performed uninterrupted throughout the project duration, sometimes if necessary, at night. This Bid Package Contractor will be available to perform Work for the duration of the project and will respond, and be on site, to perform the Work, within 24 hours if requested by the Construction Manager.

1.20 This Bid Package Contractor shall review and become familiar with all project drawings and specifications and will notify the Construction Manager immediately of any conflicts, duplicative assignments or ambiguities.

1.21 This Bid Package Contractor shall protect all work from weather related damage in this bid package. Contractor will replace all weather damaged work at their own cost for material, time and labor.

1.22 Any backing, blocking, or block outs required shown or not shown on the plans shall be performed by this Bid Package Contractor. Includes backing/blocking for all cabinetry, surface mounted devices/equipment, bathroom accessories, plumbing, HVAC, electrical devices/equipment, etc..

1.23 Provide temporary construction water and power, as required.

1.24 Completely furnish, properly install and maintain all barricades, traffic control, warning lights, flagmen, hauling and/or disposal permits & fees as may be required by the City of San Bernardino, County of San Bernardino, and the Construction Manager as it pertains to the work of this Bid Package.

Bid Package: 01 (continued)

Division 01, Section 01312 – Construction Indoor Air Quality

1.25 Contractor shall conform to the requirements of Construction Indoor Air Quality including sequencing of material installation, construction ventilation, preconditioning, protection, and cleaning. Contractor shall conform to the requirements of Construction Indoor Air Quality including sequencing of material installation, construction ventilation, preconditioning, protection, and cleaning.

1.26 Contractor shall provide temporary building ventilation per Specifications. Use of building HVAC system for temporary ventilation is not acceptable.

1.27 Contractor shall perform final cleaning of all soft surfaces using Green Label certified vacuums per Specifications.

Division 01, Section 01322 – Construction Project Schedule

1.28 This Bid Package Contractor is responsible for providing one current, full version license of Primavera 6 scheduling software for the sole use of the Construction Manager. Contractor shall pay for and renew license as required for the duration of the project.

1.29 This Bid Package Contractor shall provide Primavera training as required per Section 01322.

1.30 This Bid Package Contractor is responsible for providing a Primavera P6 construction activity schedule per the Requirements of the Specification for the work of this Bid Package. Schedule shall be cost and resource loaded.

1.31 Contractor will submit the resume of the individual or company who will provide all schedules and updates throughout the course of construction for the approval of the Construction Manager. This Designated Scheduler must be a certified in the use of Primavera P6 and be able to demonstrate expertise in scheduling through past project performance.

1.32 The Designated Scheduler will be responsible to develop, submit, and coordinate an initial project construction schedule which will include all construction activities including submittal preparation, submittal review and approval, and material procurement for the work of this Bid Package. This schedule must conform to the milestones established by the Project Phasing and will be coordinated with the schedules of all other Bid Package Contractors. The Scheduler shall attend all coordination meetings to develop and arrive at an Approved Construction Schedule.

1.33 The Designated Scheduler will participate in weekly schedule meetings with the Construction Manager and the Schedulers of other Bid Package Contractors to review construction progress and coordinate upcoming work.

1.34 Failure to provide schedule updates or attend schedule meetings will result is a $100 backcharge to Contractor per instance.

Bid Package: 01 (continued)

1.35 The Schedule will be used as the basis of approving progress payments. Progress payments will not be processed without an approved schedule update.

1.36 Provide all weekly and monthly schedule updates and any additional requested schedules or recovery schedules due to delays.

1.37 This Bid Package Contractor shall coordinate with other Bid Package Contractors as required.

Division 01, Section 01340 – Construction and Demolition Waste Management

1.38 Contractor shall develop a Construction Waste Management Plan, provide all required reporting, collect, segregate, store, recycle and dispose of all waste and abide by the requirements of the Specification.

Division 01, Section 01500 – Temporary Facilities and Controls

1.39 Provide all temporary construction facilities as required of this Bid Package per Specifications. Remove temporary facilities upon project completion or as directed by Construction Manager.

1.40 Provide a three (3) cubic yard minimum Trash Bin for the sole use of the Construction manager for the duration of the project. Ensure that the all waste accumulated therein is legally disposed of off-site on a daily basis.

1.41 Provide Field Office Trailer and Equipment for IOR, Construction Managers and Owner's Representatives for the duration of the project. See Division 01 Section 01500 for specific site trailer requirements.

1.42 Provide temporary sanitary facilities for the duration of construction, in sufficient quantities to support health code requirements and to adequately serve the workforce on any given day and the duration of the project. Ensure that temporary sanitary facilities are located adjacent to or within 200 yards of any work area and immediately adjacent to all site trailers. Deviation to this requirement can only be modified by written approval of the Construction Manager.

1.43 Remove all temporary facilities at the completion of the project in coordination with and at the determination of the Construction Manager. Items purchased for the use of the Construction Manager and IOR will be turned over the District at project completion.

Division 01, Section 01585 – Project Signs

1.44 This Bid Package Contractor shall provide all project signs per Drawings and Specifications including additional signs as required per Section 01500, Temporary Facilities.

Bid Package: 01 (continued)

Division 01, Section 01710 – Cleaning

1.45 This Bid Package Contractor shall provide Final Cleaning at all buildings including interiors and exteriors per Specifications.

1.46 Contractor shall comply with the requirements of Section 01312 including final vacuum with Green Label certified equipment.

Division 02, Section 02315 – Excavation

1.47 This Bid Package Contractor shall provide for Excavation for building volume below grade, footings, slabs-on-grade, depressed slabs, and utilities within the building.

1.48 Lost and/or damaged stakes by this Bid Package Contractor and the associated cost for replacement of same shall be the responsibility of said contractor.

1.49 All excess spoils generated by trenching/excavating shall be removed and legally disposed off-site on a daily basis.

1.50 Includes dewatering trenches as to continue work and as not to delay the project.

1.51 Footings shall be kept clean and free from debris prior to concrete placement. Footing/excavations shall be protected from weather. Any additional excavation or mud removal caused by weather shall be the responsibility of this bid package contractor at no additional expense to owner.

1.52 All trenches and excavations shall have shoring or sloping per OSHA regulations. Includes all engineering for shoring as required.

1.53 Coordinate depth of footing excavations with other Bid Package contractors for all conduit and pipe penetrations and deepen any footings as necessary to comply with the requirements Plans and/or Specifications.

Division 02, Section 02316 - Filling and Backfilling

1.54 This Bid Package Contractor shall provide for all filling, backfilling and required compaction of below grade, footings, and slabs-on-grade.

1.55 This Bid Package Contractor shall be responsible for the import and/or export of all soils necessary to perform the work for this bid package.

1.56 Includes dewatering trenches to continue work and as not to delay the project.

1.57 Footing/excavations shall be kept clean and free from debris prior to concrete placement. Footing/excavations shall be protected from weather. Any additional excavation or mud removal caused by weather shall be the responsibility of this bid package contractor at no additional expense to owner.

Bid Package: 01 (continued)

1.58 All trenches and excavations shall have shoring or sloping per OSHA regulations.

1.59 This Bid Package Contractor shall be responsible for all costs of additional tests and inspections due to failed tests. Includes all costs associated with additional soils compaction resulting from testing and inspection failure.

Division 02, Section 02361 - Soil Treatment for Termite Control

1.60 This Bid Package contractor shall be responsible for Chemical Soil Treatment at buildings as required and specified under this section.

1.61 Comply with all applicable environmental laws/requirements/regulations relating to this Work. This Bid Package Contractor shall work after hours if required to prevent exposure to the Public or other workers.

1.62 Provide additional treatment at areas of disturbed soil of if inspection or testing identifies the presence of termites as required per Specifications.

Division 03, Section 03100 - Concrete Forms and Accessories

1.63 This Bid Package Contractor shall be responsible for all building formwork of cast-in-place concrete, and footings and will provide shoring, bracing and anchorage, openings for other work, form accessories and form stripping as necessary and required.

1.64 This Bid Package Contractor shall un-load, layout, inventory, and install all F.O.B. materials, anchor bolts, miscellaneous iron, and sleeves that embed in concrete. The F.O.B. material shall be furnished by the applicable Bid Package Contractor.

1.65 Includes all accessories for all formwork for cast-in place concrete with shoring, bracing and anchorage, form accessories, form stripping, and proper layout location. Coordinate with all other Bid Package Contractors. Provide proper temporary support/shoring (as required and/or needed).

1.66 After forms are to be stripped, sacking may be required on exposed wall surfaces to provide the desired finish. Wall joints will be installed true and plumb to forms and secured in such a manner to avoid movement during concrete placement. If any forms buckle or blow out, that entire section of concrete shall be removed and re-poured.

1.67 Includes design and engineering of appropriate shoring as is required.

1.68 Use approved form release agents as necessary to avoid spalling or scaling of concrete once forms are removed.

1.69 Includes all dry packing of structural and architectural column bases and light pole bases.

Bid Package: 01 (continued)

Division 03, Section 03200 - Concrete Reinforcement

1.70 This Bid Package Contractor shall provide and install all reinforcing steel for building footings, cast-in-place concrete and all supports and accessories for steel reinforcement.

1.71 Furnish and install all building reinforcing steel bars, welded steel wire fabric, fabricated steel bar, slip dowels, or rod mats for all on-site cast-in-place concrete and cement concrete pavement with all necessary accessories as indicated.

1.72 Includes fibrous reinforcement where indicated.

1.73 Provide additional reinforcing as required for any Mechanical and Electrical penetrations through walls, slabs, footings, etc..

1.74 Includes all welding of reinforcing steel, unless specifically noted otherwise.

1.75 Includes ensuring that welded wire steel mesh and reinforcement is properly placed and supported as required during the placement of concrete.

1.76 All vertical reinforcing steel protection shall be installed in accordance with OSHA codes and regulations. Maintain said protection throughout the duration of reinforcement installation and until Work is complete and enclosed by finish material.

1.77 Reinforcing for light pole bases and site and structural concrete beyond the limits of the building will be provided by other Bid Package Contractors. Reinforcement for structural concrete footings for columns and roof support framing attached to or part of the buildings are the responsibility of this Bid Package.

1.78 Provide all Mill Certifications and Test Bars as required.

1.79 Includes all costs associated with additional tests and inspections due to failed tests.

Division 03, Section 03300 - Cast-in-Place Concrete

1.80 Includes installation of all building cast-in place concrete, including but not limited to all foundations, walls, footings, floors, curb and slabs on grade. Includes all retaining walls or equipment/housekeeping pads shown as part of the building envelope and all depressed slabs for bathrooms and walk-in refrigerator and freezers.

1.81 Includes installation of all structural concrete footings for columns and roof support framing attached to or part of buildings. Footings for lunch shelters/shade structures are by Bid Package 02 Contractor.

1.82 Coordinate all work with embedded electrical and plumbing lines, conduits and devices and ensure the proper protection, coverage, alignment and placement of same as required or necessary.

Bid Package: 01 (continued)

1.83 This Bid Package Contractor shall provide deepened footings as required or necessary to accommodate electrical and plumbing penetrations while maintaining required concrete coverage.

1.84 Completely furnish and install all building concrete accessories, colors, finishes, forming, admixtures, reinforcement joint sealers, and curing compounds as required and as indicated in the Drawings and/or Specifications.

1.85 This Bid Package Contractor shall schedule and sequence all concrete operations to ensure that required concrete cure times and moisture content is achieved. Should concrete moisture content exceed maximums allowed, Contractor shall provide moisture barriers or other means acceptable to the Architect to achieve desired moisture contentment per manufacturer and/or Specification requirements.

1.86 Includes all vapor barriers, curing, hardeners, grout, and sealing compounds.

1.87 Areas with floor or deck drains shall be sloped to drain.

1.88 All concrete mix design(s) shall have an engineer's stamp for approval.

1.89 Furnish slip resistant finishes where required by contract documents.

1.90 Provide curing of concrete as indicated in the contract documents.

1.91 Furnish and apply curing compounds as necessary and approved.

1.92 Sand blasting as required on cast-in-place concrete including tops of footings that require a bond for subsequent pours.

1.93 Contractor will be responsible to place and finish concrete to meet the tolerance requirements for all finished slabs. Provide all remedial work required to correct slab finishes to meet the requirements to the satisfaction of the Architect.

1.94 Includes all costs associated with re-casting concrete due to additional tests and inspections resulting in failure.

Division 05, Section 05120 - Structural Steel

1.95 Furnish and install all building steel framing members, support members, base plates, and anchors as required and as indicated in the Drawings and/or Specifications.

1.96 Provide full coordination of all concrete embedded items. Contractor shall provide all remedial corrective action to the satisfaction of the Architect and/or their consultants for any incorrectly embedded items.

1.97 Provide for priming and galvanizing of all steel as required. Provide touch-up of steel finishes as required.

Bid Package: 01 (continued)

1.98 Provide shop drawings as required and ensure their timely submittal in coordination with and so as not to hinder the Construction Schedule.

1.99 Provide all templates for Base-plates, Anchors and Imbeds as required.

1.100 Provide all field welding using a self-powered portable welder unit as required for work of this Bid Package.

1.101 Grind all exposed welds, erection tabs, etc. and re-prime or galvanize as required.

1.102 Includes all costs associated with replacement and reinstallation of structural steel due to testing and/or inspection failure.

1.103 Includes all costs to provide additional tests and inspections due to failed tests.

1.104 All steel and work associated with the free-standing shade/lunch shelters will be by Bid Package 2 contractor.

Division 05, Section 05500 - Metal Fabrications

1.105 Furnish and install all metal fabrications for Buildings and Site Electrical as required and as indicated in the Drawings and/or Specifications.

1.106 Grind all exposed welds, erection tabs, etc. and re-prime or galvanize as required.

1.107 All steel and work associated with the free-standing shade/lunch shelters will be by Bid Package 2 contractor.

Division 05, Section 05520 - Handrails and Railings

1.108 Includes furnishing and installing all metal fabrications associated with the buildings as required and as indicated in the Drawings and/or Specifications. Includes, but is not limited to roof access ladders, misc. angles, channels, plates, and brackets, overhead supports for doors including operable doors and partitions, mechanical screen framing, misc. metal trim, etc.

1.109 Furnish and install all steel handrails, guardrails, balusters and fittings at all buildings as required and as indicated in the Drawings and/or Specifications.

1.110 Provide and install items located within the building fabricated from iron, steel and aluminum shapes, plates, bars, strips, tubes, pipes, and castings which are not a part of structural steel or other metal systems specified elsewhere and within the building limits.

Bid Package: 01 (continued)

1.111 The Bid Package 2 Contractor will provide all metal handrails, guardrails and railings associated with the exterior site work within the site property boundaries up to and including the outside face of each building including wall-mounted handrails, guardrails and free-standing handrails at drinking fountains, exterior steps and ramps, site stair railings and guardrails. The Bid Package 2 Contractor will also provide all steel pipe columns at can wash enclosure, pipe bollards at fire hydrants, pipe bollards at fire department connections, steel tube fencing/gates at trash and equipment enclosures, metal roofing at can wash enclosure, and gutters and downspouts at shade shelters.

1.112 All exterior exposed steel shall be galvanized, whether indicated or not.

1.113 Includes finishes as indicated in Drawings and/or Specifications.

1.114 In areas where site fabrication is necessary, welds shall be ground and filled in such a way that a welded seam is not evident when finished.

1.115 All welded connections shall be buttered and ground in such a manner as to be smooth and invisible.

Division 05, Section 05810 - Expansion Joint Cover Assemblies

1.116 This Bid Package Contractor shall provide and install all expansion joints and expansion joint covers for buildings as required and as indicated in the Drawings and/or Specifications.

Division 06, Section 06100 - Rough Carpentry

1.117 Furnish and install all rough carpentry as required and as indicated in the drawings and/or specifications. Including but not limited to structural and architectural framing, roof openings, ledgers, structural openings, door openings, window openings, electrical panel rough openings, wall framing, wall rating, backing, blocking, nailers, plywood sheathing, ceiling framing, mechanical platforms, HVAC equipment & duct openings, equipment curbs, access door head outs, roof ladders, roof hatches, water heater platforms, backing for straps, parapet braces and/or openings which are shown on the drawings or may be required, and all associated rough hardware and anchors. Refer to the mechanical, electrical, and plumbing plans for additional applicable information.

1.118 All blocking shall be installed level with a 1/8 inch minimum tolerance.

1.119 Provide and install all wood trim as indicated in the Drawings and/or Specifications.

1.120 This Bid Package Contractor shall provide framing block-outs for rated and non-rated access doors as indicated in the drawings and/or as required to gain access to this Bid Package Contractor's work, either in ceiling or wall. Access doors required but not shown on the drawings will be provided and installed by the Bid Package Contractor requiring access.

Bid Package: 01 (continued)

1.121 This Bid Package Contractor shall coordinate and provide all required blocking, backing, and supports required for installation of food service equipment and accessories.

1.122 Includes all roof structure framing and sheathing including required wood crickets, pads for equipment curbs, equipment skirting, ledgers, shaped nailers and all associated hardware.

1.123 Furnish and install all "Simpson" or equal catalog type rough framing hardware and straps, i.e. welded to structural steel or other metal fabrications, or embedded in concrete or masonry as required by the Drawings and/or Specifications.

1.124 Furnish and install plywood and/or furring strips in all locations required/necessary to maintain the plane of finish surfaces.

1.125 Provide all plywood backboards required for the work of the Bid Package 5 Contractor. Coordinate with Bid Package 5 Contractor regarding installation locations and requirements.

1.126 Furnish and install fire and water retardant lumber where required or indicated.

1.127 Includes wood treatments as indicated in the specifications.

1.128 Provide gasket sealants and acoustic sealants as required per Drawings and/or Specifications.

1.129 Shim (shims shall be approved materials and fastened by approved method) and/or install plane studs, posts, headers, blocking, rafters, joists, beams, etc. to achieve a 1/8" tolerance in ten feet for both horizontal and vertical planes. This Contractor shall run string lines at bottom plate and ceiling elevations to display the completed work is within tolerances.

1.130 Furnish and install all draft stops indicated or required by code, Drawings and/or Specifications.

1.131 Provide all openings and backing as indicated in the drawings and/or specifications or as required/necessary for the installation of new casework, accessories, kitchen equipment, electrical equipment, mechanical equipment, plumbing equipment and fixtures, other equipment, projectors, speakers, lightings, any surface mounted items and screens, etc.

1.132 This Bid Package Contractor shall, when required/necessary, provide backing between the floor and the bottom of the wallboard to provide backing for a resilient top-set base, plaster accessories, eave and attic vents.

1.133 This Bid Package Contractor shall coordinate the installation of all required anchor-bolts, hold-downs, etc.. Failure to correctly coordinate will result in required corrective Work by this Bid Package Contractor and to the satisfaction of the Architect and/or their Consultants.

Bid Package: 01 (continued)

1.134 Provide all blocking for the building horizontal and vertical screed locations as required and as indicated in the Drawings and/or Specifications.

1.135 All wood and metal framing, unistrut, supports, hardware, blocking and backing required for wall angles, support wires, splay wires, compression struts and all other suspended ceiling system components shall be provided and installed by this Bid Package Contractor. This Bid Package Contractor shall be responsible for all framing necessary to make the suspended acoustic ceiling to window wall transition as required and/or detailed in the Contract Documents. Also includes any cold rolled channel/uni-strut required or necessary to span overhead utilities.

1.136 All beams shall have a camber if required or indicated by Drawings and/or Specifications.

Division 06, Section 06181 - Glue-Laminated Structural Units

1.137 This Bid Package Contractor shall furnish and install all glue laminated wood beams as required and as indicated in the Drawings and/or Specifications.

1.138 All Glue Laminated Beams shall have a camber if designated in Drawings and/or Specifications.

1.139 All Glue Laminated Beams shall be acclimatized and stored and protected from weather per manufacturer's requirements and/or Specifications.

1.140 Includes any required preservative treatment and all associated hardware.

1.141 Provide protection to prevent visible damage to members and repair or replace any damaged members to the satisfaction of the Architect.

Division 06, Section 06200 - Finish Carpentry

1.142 This Bid Package Contractor shall furnish and install all Finish Carpentry as required and as indicated in the Drawings and/or Specifications.

1.143 Includes all backing, bracing and supports as required or necessary.

1.144 Includes all shop finishing and any touchup as required and all preparation for field finishing.

Division 06, Section 06410 - Custom Cabinets

1.145 This Bid Package Contractor shall furnish and install all fabricated base cabinet units, wall units, and countertops as required and as indicated in the Drawings and/or Specifications.

1.146 Provide all hardware, locks, keys and grommets.

Bid Package: 01 (continued)

1.147 Provide all casework glass and glazing.

1.148 This Bid Package Contractor shall level/plumb and scribe all cabinets and tops to walls and floors.

1.149 Provide caulking at all dissimilar joints and caulk all counter top backsplashes to walls.

1.150 Includes all backing, bracing and supports as required.

1.151 Cabinets shall be subject to inspection and Woodwork Institute certification as required and as indicated in the Drawings and/or Specifications.

1.152 Cut all openings in cabinetry for fixtures installed by other Bid Package Contractors. Templates will be provided by Others. Seal edges of cut openings at all locations where water could be present.

1.153 Provide CM approved protection of all counter tops.

Division 06, Section 06605 - Fiberglass Reinforced Plastic Panels

1.154 This Bid Package Contractor shall furnish and install all Fiberglass Reinforced Plastic panels as required and as indicated in the Drawings and/or Specifications.

1.155 Includes all backing, bracing, trim, accessories and supports as required.

Division 07, Section 07130 - Sheet Waterproofing

1.156 This Bid Package Contractor shall furnish and install all Sheet Waterproofing as required and as indicated in the Drawings and/or Specifications.

1.157 Provide field sample for approval prior to proceeding with the application.

1.158 Provide all necessary field preparation prior to application.

Division 07, Section 07140 - Fluid Applied Waterproofing

1.159 This Bid Package Contractor shall furnish and install all Fluid Applied Waterproofing as required and as indicated in the Drawings and/or Specifications.

1.160 Provide field sample for approval prior to proceeding with the application.

1.161 Provide all necessary field preparation prior to application.

Division 07, Section 07190 - Water Repellents

1.162 Furnish and install all water repellent coatings to exterior cement plaster as required and as indicated in the Drawings and/or Specifications.

Bid Package: 01 (continued)

1.163 Provide field sample for approval prior to proceeding with the application.

1.164 Provide all necessary field preparation prior to application.

Division 07, Section 07212 - Batt Insulation

1.165 Furnish and install all Batt Insulation a defined within this specification section and as shown on the plans. Includes batt insulation and vapor barrier in exterior wall construction, batt insulation for filling perimeter window and door shim spaces and crevices in exterior walls and roofs and batt sound insulation in all interior walls and partitions and above ceilings,

1.166 Provide acoustical and thermal insulation, sealants, tape, staples, wire, rods, sound and vibration isolated construction and all other items required for a complete assembly as applicable to this bid package per the Drawings and/or Specifications.

1.167 Provide all batt insulation and vapor barrier at exterior wall construction and batt sound insulation at interior walls, partitions and above ceiling.

Division 07, Section 07311 – Asphalt Shingles

1.168 This Bid Package Contractor shall furnish and install all Asphalt Shingles as required and as indicated in the Drawings and/or Specifications.

1.169 Contractor shall ensure that all Work including exposed unfinished or incomplete surfaces and openings are protected in place from weather or other adverse conditions that may in any way damage same.

1.170 Contractor shall verify that all work complies with the requirements of the Specifications and the manufacturer's written warranty.

Division 07, Section 07510 - Built-Up Bituminous Roofing

1.171 This Bid Package Contractor shall furnish and install all rigid insulation, built-up roofing membrane and base flashings, cap sheet surfacing and traffic pads as required and as indicated in the Drawings and/or Specifications.

1.172 Include roofing traffic pads that shall be placed square to the adjacent mechanical equipment and square to the adjacent walking pad.

1.173 Install walking pads extend from a designated roof access location to all roof equipment traffic pads. If an access point isn't designated, Architect shall so designate.

1.174 Includes cleaning of deck surfaces as specified under this section.

1.175 Includes cants, crickets, tapered insulation, sheet metal, metal pan collar flashings, pipe flashings, and counter-flashings as noted or necessary for proper drainage.

Bid Package: 01 (continued)

1.176 Set up, attend, and conduct a pre-installation job conference for the work defined in this section.

1.177 Includes extending roofing along the vertical surfaces such as the back side of parapet walls with required and approved flashing and counter flashing.

1.178 Caution shall be taken to ensure that all roof construction debris is cleared and removed from the roof area at the end of each working day and that no damage and membrane penetration from metal, loose nails and/or screws occur.

1.179 Includes furnishing and installing elastic cement and non shrink grout at pitch pockets.

1.180 Includes flashing at all primary and secondary roof drain sumps as required by roofing manufacturer.

1.181 Finish surface shall be free of bitumen spills, and boot prints.

1.182 Includes rigid insulation at equipment curbs.

1.183 Includes fiber board as required.

1.184 Includes flashing compound, clamps, and mastic at pipe penetrations.

1.185 Includes flashing around the mechanical screen columns.

1.186 Provide overlap roofing membrane around outside corners of all curbs. No corner seams will be permitted.

1.187 Install weather shields and drain pans as required.

Division 07, Section 07620 - Sheet Metal Flashing and Trim

1.188 Furnish and install all coping parapet and cap flashings, fascias and scuppers, roof flashings, reglets and counter-flashing over bituminous base flashings, roof joint cover flashings, gutters, downspouts, scuppers/overflows, conductor heads, gravel stops, counter-flashings for roof hatches, door drips, flashings associated with shingle roofing including valley, hip, ridge, and gable edge flashings, counterflashings at roof terminations, base and counterflashings at curb-mounted roof items including roof hatches and vents, flashings and counterflashings at pipe, steel, and equipment supports, and miscellaneous flashing as required and as indicated in the Drawings and/or Specifications.

1.189 Includes collars, drip flashings, rake flashing, floor to wall flashings, pleats, pitch pockets, post flashing, umbrella flashing and all necessary accessories, including neoprene washers required for the proper installation of said items.

Bid Package: 01 (continued)

1.190 Includes counter-flashing and approved caulking/adhesive at pipe and conduit penetrations and roof mounted curbs.

1.191 Provide all additional flashing, accessories and wood nailers that are necessary and/or required for the satisfactory completion of the Work.

1.192 Includes all metal lighter than 10ga.

1.193 Flashings for all equipment curbs, electrical conduits, mechanical lines, and plumbing lines (water, condensate and gas) penetrating the roof shall be furnished by the Bid Package Contractor that installs said item. This Bid Package Contractor shall install and incorporate those flashings provided by Others into the work.

Division 07, Section 07720 - Roof Hatches

1.194 Furnish and install all prefabricated roof hatches, with integral support curbs with cap counter-flashing, and operable hardware as required and as indicated in the Drawings and/or Specifications.

1.195 Includes roof ladders and accessories as specified

Division 07, Section 07840 – Firestopping

1.196 Furnish and install all firestopping systems, products, materials and accessories, fire-stopping sealants, insulation, and penetration seal systems, as required and as indicated in the Drawings and/or Specifications.

Division 07, Section 07900 - Joint Sealers

1.197 This Bid Package Contractor is responsible to furnish and install joint sealers as required and as indicated in the Drawings and/or Specifications.

1.198 Includes surface preparation, backer rod, and accessories.

1.199 All voids between frame and finish surfaces of items installed by this Bid Package Contractor shall be caulked.

Division 08, Section 08110 - Hollow Metal Doors/Frames

1.200 Furnish and install all non-rated and fire rated welded steel frames for doors and windows as required and as indicated in the Drawings and/or Specifications.

1.201 Includes "Bondo" or other approved as-equal filler and preparation of door frames to receive paint.

1.202 Includes all testing including destructive and window water penetration testing as required and as indicated in the Drawings and/or Specifications.

Bid Package: 01 (continued)

1.203 Furnish and install all non-rated and fire rated rolled-steel doors, louvers, glass stops and temperature rise doors as required and specified under this section.

1.204 Includes interior and exterior door light frames and louvers.

1.205 All exterior door lights and window frames shall have tamper proof screws.

1.206 Provide temporary infill panels at all exterior door lights and windows to allow for the security of the building prior to the installation of the glazing.

1.207 Vision lights, glazing, louvers, and door undercutting where required in the Contract Documents (Architectural or Mechanical Drawings) in new doors shall be provided and installed by this Bid Package Contractor. All door louvers, whether interior or exterior, shall be of an exterior, heavy duty, paintable grade. Work must be completed in a professional manner and show no signs of patching when painted.

1.208 Coordinate prep and installation of door and window frames with Electrical Contractor to assure proper interface of fire alarm and security systems.

1.209 Provide undercutting of doors as required by Mechanical Drawings and/or Specifications.

1.210 Contractor shall review the plans and provide rated HM doors and frames at all rated partitions whether indicated per the door schedule or not.

Division 08, Section 08210 - Wood Doors

1.211 This Bid Package Contractor shall furnish and install all Wood Doors as required and as indicated in the drawings and/or specifications.

1.212 Provide undercutting of doors as required by Mechanical Drawings and/or Specifications.

1.213 Contractor shall review the plans and provide rated wood doors at all rated partitions whether indicated per the door schedule or not.

Division 08, Section 08310 - Access Doors and Panels

1.214 This Bid Package Contractor shall furnish and install all Access Doors and Panels as required and as indicated in the Drawings and/or Specifications.

1.215 Access Doors to all hard ceilings that contain any alarm, sensor, electronic and/or mechanical equipment assembly are required and shall comply with the Drawings and/or Specifications.

1.216 Access doors required but not shown on the drawings will be provided and installed by the Bid Package Contractor requiring access.

Bid Package: 01 (continued)

1.217 Provide rated access doors and panels at all rated partitions.

Division 08, Section 08330 - Counter Coiling Doors

1.218 Furnish and install Counter Coiling Doors as required and as indicated in the Drawings and/or Specifications.

Division 08, Section 08625 - Tubular Skylights

1.219 Furnish and install Tubular Skylights as required and as indicated in the Drawings and/or Specifications.

1.220 Provide all flashings and sealants for skylights for a waterproof assembly.

1.221 Coordinate installation with roofing to ensure all work complies with the requirements of the roofing manufacturer's written warranty.

1.222 This Bid Package Contractor shall ensure that all Skylights penetrating fire rated assemblies are properly fire-stopped/caulked as required and as indicated in the drawings and/or specifications.

1.223 Provide all interior finish and trim at finished ceilings.

Division 08, Section 08331 - Overhead Coiling Doors

1.224 This Bid Package Contractor shall furnish and install all Overhead Coiling Doors as required and as indicated in the Drawings and/or Specifications.

Division 08, Section 08710 - Finish Hardware

1.225 Furnish and install all door hardware, thresholds and gaskets as required and as indicated in the Drawings and/or Specifications.

1.226 Includes all finish hardware as required per the drawings, plan notes, door and window schedules and/or Specifications.

1.227 Provide mortar boxes at all hinge, strike and recessed prep locations for frames scheduled to receive solid grout.

1.228 Contractor shall have a representative on site to receive and inventory all hardware deliveries.

1.229 Provide temporary cores at all permanent core locations during construction. Confirm keying and key distribution requirements with the Construction Manager and obtain approval thereof.

Bid Package: 01 (continued)

1.230 Permanent cores are to be factory keyed and delivered directly to the District. Upon acceptance of the permanent cores and completion of the project, this Bid Package Contractor shall provide adequate manpower to replace the temporary cores with the permanent cores under the supervision of the District.

1.231 All gate finish hardware shall be provided and installed by other Bid Package Contractors.

Division 08, Section 08800 – Glass and Glazing

1.232 This Bid Package Contractor shall furnish and install all Glass, Glazing Compounds and accessories in all hollow metal doors and windows, glass and glazing rated or unrated in all windows and wood doors, weather stripping and associated accessories as required and as indicated in the Drawings and/or Specifications.

1.233 Provide all field-measuring as required to meet the design fit of all components.

1.234 Coordinate this work with the applicable sub- contractor's providing hollow metal frames and installation.

1.235 Contractor shall provide and install all mirrors as shown on plans. Including all adhesive applied mirrors.

1.236 Contractor shall verify and provide safety or rated glass if required by code or as required and per Drawings and/or Specifications.

1.237 Remove all labels, bumpers, and markings from the glass and leave in a clean condition. Replace any glass broken due to improper delivery or installation.

1.238 Furnish and install all fire stopping as applicable for this bid package per specification Section 07840.

1.239 Completely furnish and properly install all caulking and sealants per specification Section 07900 as required between components of work provided under this bid package in order to provide a weather and watertight assembly as required.

1.240 After installation mark glass panes with an "X" by using plastic tape or removable paste. Final glass cleaning will be the responsibility of this Bid Package Contractor.

1.241 Provide all field-measuring as necessary and/or required.

1.242 Provide all submittals, shop drawings, samples, deferred submittals, and schedules required for submittals as specified in section 01105, Phasing of The Work for approval by the architect to assure long lead times do not affect the scheduled Work.

1.243 All glass and glazing in casework and display cases shall be furnished and installed by the Finish Carpentry sub-contractor, as a part of this bid package.

Bid Package: 01 (continued)

Division 09, Section 09206 - Metal Lath

1.244 This Bid Package Contractor shall furnish and install all Metal Lath, trim and accessories for Portland cement and gypsum plaster as required for all buildings and as indicated in the Drawings and/or Specifications.

Division 09, Section 09220 - Portland Cement-Plaster

1.245 This Bid Package Contractor shall furnish and apply all Portland Cement Plaster for installation over metal lath as required and as indicated in the Drawings and/or Specifications.

1.246 This Bid Package Contractor shall ensure that all required curing time is strictly adhered to for all stages, per plans and/or specifications.

1.247 Provide scaffolding as required to perform this work. Upon completion of color coat and clean up, remove scaffolding immediately.

1.248 Provide all necessary protection and masking necessary to protect the work of others and ensure proper application, to include complete clean-up.

Division 09, Section 09260 - Gypsum Board Assemblies

1.249 This bid package contractor shall be responsible for all gypsum wallboard and sheathing systems. All suspended gypsum board, plaster walls and ceilings shall be installed and finished complete by this contractor including main runners, cross furring, all hanger wires for ceiling system, and all other components required for a complete installation including the hanging wires required for items to be mounted to the ceiling by others such as grills, registers, light fixtures, and all other items requiring attachments.

1.250 Contractor to include a general wall prep of all walls prior to wall paint. This prep shall include repair of all damaged wall areas. Contractor shall obtain approvals from the Construction Manager prior to proceeding with final wall preparation.

1.251 Contractor to include a complete touch-up and patch of all walls after wall paint. This prep shall include repair of all damaged wall areas. Contractor shall obtain approvals from the Construction Manager prior to proceeding with final wall preparation.

1.252 All furring necessary for true, straight and plumb walls for the completion of the gypsum and plaster finishes shall be included in this bid package.

1.253 Provide acoustical insulation and sealants, sound and vibration isolated construction as applicable to this bid package per the Drawings and/or Specifications.

1.254 All penetrations through a fire rated assembly shall be properly fire stopped by the applicable sub-contractor whose Work causes the penetration, be it by design or field condition, per specification Section 07840.

Bid Package: 01 (continued)

1.255 Furnish and install fire rated shafts at exhaust ducting and hoods in kitchens.

1.256 Layout, locate and install all rough-in kits, brackets, and/or supports which are supplied for furnishings, fixtures and equipment as part of this bid package.

Division 09, Section 09300 - Ceramic Tile

1.257 This Bid Package Contractor shall furnish and install all Ceramic Tile as required and as indicated in the Drawings and/or Specifications.

1.258 Includes tile sealer. Seal all grout after installation and proper curing per the Drawings and/or Specifications.

1.259 Replace any hollow sounding tile, blemished, and defective tile as identified by Inspector of Record or Construction Manager. Refer to the architectural plans and this bid package contractors approved shop drawings for the tile patterns and layout.

1.260 Coordinate floor elevation and threshold with finish surface elevations at doorways.

1.261 Provide control joints, vertical and horizontal, at not-to-exceed 20'-0" on center.

1.262 Furnish and install waterproof membranes for wall and floor tile as detailed or specified in the Drawings and/or Specifications.

1.263 This Bid Package Contractor shall replace any chipped or otherwise damaged tile caused by the installation of toilet compartments or any other surface mounted fixtures and accessories.

1.264 At areas scheduled to receive ceramic tile wainscot, provide additional height as required to provide a continuous tile trim around items that extend above the standard wainscot height. (example; electrical devices, toilet accessories, mirrors, hand dryers, and other devices).

1.265 Furnish and install mortar bed at flooring as required with reinforcing mesh for the work of this bid package. Provide floor prep such as filling cracks and chips in the existing floor as required for an acceptable sub-floor condition.

1.266 Provide and install protection as defined in specification Section 01600 to the ceramic tile after installation.

1.267 Contractor is responsible to furnish and install joint sealers and as it applies to their own discipline of work per specification Section 07900

1.268 All penetrations through a fire rated assembly shall be properly fire stopped by the applicable bid package contractor whose Work or assembly causes the penetration, be it by design or field condition, per specification Section 07840 requirements.

Bid Package: 01 (continued)

1.269 This contractor shall provide protection and make adjustments of all floor drains while performing this work. At completion of tile installation, provide resin paper to cover and protect tile floors after initial cleaning.

Division 09, Section 09302 – Quarry Tile

1.270 This Bid Package Contractor shall furnish and install all Quarry Tile as required and as indicated in the Drawings and/or Specifications.

Division 09, Section 09505 - Acoustical Tile Ceilings

1.271 This Bid Package Contractor shall furnish and install all Acoustical Tile Ceilings as required and as indicated in the Drawings and/or Specifications.

1.272 This Bid Package Contractor shall provide an allowance to replace and dispose of 200 ceiling tiles damaged by other Bid Package contractors.

Division 09, Section 09511 - Suspended Acoustical Panel Ceilings

1.273 Furnish and install complete all suspended metal grid ceiling system and acoustical panels per this specification section. Coordinate layout with, furnish and install all hanger, support and seismic wires as required by the mechanical, electrical, and all other applicable contractors who require support wires of their respective registers, fixtures, and devices in suspended acoustical ceiling. This includes any and all necessary wires required for the project.

1.274 Install support wires after major above ceiling work is complete. Coordinate the location of materials with other work. This includes but is not limited to, wires, hangers, compression struts, channels, hat track, clips, and all other assemblies required.

1.275 Remove and replace any ceiling wires that have become damaged during the course of overhead work.

1.276 Includes coordination of ceiling with overhead utilities to insure proper installation of ceiling and support system.

1.277 Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest effected hangers and related carrying channels to span the extra distance. Employ necessary methods to bridge obstacles (ductwork, conduit, cable trays, piping, and all other above ceiling items) as required. Submit trapeze details for approval. Compression struts to be installed at each main runner not exceeding 12'-0" on center in both directions and not more than 8" inches from end of main runner.

1.278 Provide ceiling wires and attachment clips for all ceiling hung projection screens.

Bid Package: 01 (continued)

1.279 Install edge molding at intersection of ceiling and vertical surfaces, using longest practical lengths. Miter corners and provide edge moldings at junctions with other interruptions.

1.280 Furnish and install all support wires required for light fixtures, registers, grills, projection screens, speakers and all other components requiring ceiling support wire. Includes attachment to these components to the satisfaction of the Inspector of Record.

1.281 Furnish and install all support wires required for the support of food service equipment and accessories.

1.282 Furnish and install all acoustical lay-in tile and retention clips as required.

1.283 Furnish and install all lay-in gypsum panels as required for fire rated grid systems shown on the contract documents.

1.284 Fit acoustic units in place, free from damaged edges or other defects detrimental to appearance and function.

1.285 Install acoustic units level, on uniform plane, and free from twist, warp and dents.

1.286 Furnish and install all adhesive applied acoustical ceiling tiles and associated accessories per the plans and this specification section. Includes edge molding at exposed edges of tile, no raw edge shall be visible.

1.287 Furnish and install acoustical panels and associated metal trims, adhesive, fasteners, "J" mold, furring channels, and all other assemblies required as detailed in this Specification section.

1.288 Install all caulking and sealants per specification Section 07900 whenever work in this bid package abuts other work previously installed by other work, as it applies to this Bid Package

1.289 All penetrations through a fire rated assembly shall be properly fire stopped by the applicable bid package contractor per Specification Section 07840 requirements.

Division 09, Section 09650 - Resilient Floorings

1.290 This Bid Package Contractor shall furnish and install all Resilient Floorings as required and as indicated in the Drawings and/or Specifications.

1.291 Contractor shall provide all required moisture tests and includes retesting due to failed tests.

Bid Package: 01 (continued)

1.292 Contractor shall confirm the slab on grade/substrate meets all necessary requirements for carpet installation prior to installation. Contractor shall perform all necessary floor preparation as required to meet the requirements of the Specifications and the Manufacturer's written warranty.

1.293 Provide waxing/polishing of all resilient flooring per manufacturer and specifications.

1.294 Provide base at all base and wall cabinets, including inside open cabinets and cabinet clear spaces.

1.295 Extend all finishes into exposed cabinet areas and cabinet openings.

1.296 Provide base and trim at all flooring per Drawings and/or Specifications and as necessary.

1.297 Provide all base and accessories.

Division 09, Section 09681.2 – 6' Roll Goods Vinyl Backed

1.298 This Bid Package Contractor shall furnish and install all 6' Roll Goods Vinyl Backed Carpet as required and as indicated in the Drawings and/or Specifications.

1.299 Contractor shall provide all required moisture tests and includes retesting due to failed tests.

1.300 Contractor shall confirm the slab on grade/substrate meets all necessary requirements for carpet installation prior to installation. Contractor shall perform all necessary floor preparation as required to meet the requirements of the Specifications and the Manufacturer's written warranty.

1.301 Provide all base and accessories.

Division 09, Section 09681.3 Vinyl Backed Walk-Off Mat

1.302 This Bid Package Contractor shall furnish and install Vinyl Backed Walk-Off Mat as required and as indicated in the Drawings and/or Specifications.

1.303 Contractor shall coordinate walk-off mat installation with adjacent finishes to provide smooth transition between differing materials.

Division 09, Section 09720 - Wall Covering

1.304 This Bid Package Contractor shall furnish and install all Wall Covering as required and as indicated in the Drawings and/or Specifications.

1.305 Provide all trim, transitions and accessories as necessary and per Drawings and/or Specifications.

Bid Package: 01 (continued)

Division 09, Section 09900 - Paints and Coatings

1.306 This Bid Package Contractor is responsible for all painting on this project with the exception of parking striping, curb painting, and play area striping.

1.307 All exterior paint on Buildings is to be a flat finish.

1.308 Paint all building and site structures and fixtures requiring paint including interior, exterior, doors and frames, wood and steel as noted on the contract documents including painting all factory primed material scheduled to receive same.

1.309 Contractor to include a complete touch-up paint following drywall patch touch-up. This painting to be performed after completion of finish paint coats. Contractor shall obtain approvals from the Construction Manager prior to proceeding with final paint touch-up.

1.310 Paint all free standing lunch/shade shelters.

1.311 Provide all labor, materials and equipment required to complete the work related to the painting as indicated on the Drawings and/or Specification Section 09900.

1.312 Paint all exposed insulation and paint mechanical insulation per section 15080.

1.313 Provide protection and masking of the work of others and all factory finished materials not scheduled to receive paint.

1.314 Protect all work in place to remain exposed, including but not limited to exposed concrete flooring, walls, masonry, equipment, and all related areas. Remedy of any and all damage to the satisfaction of the Construction Manager to take place prior to sealing of exposed materials.

1.315 Includes protecting site vehicles and existing structures from over spray.

1.316 Includes subsequent preparation of surfaces scheduled to receive paint inclusive of gypsum board surface preparation with patching materials for minor defects, joints, nail/screw heads, nicks, cracks, dents as required. Also includes plaster surface preparation with plaster patch of hairline cracks, small holes and imperfections as required and full prep for hollow metal doors and frames.

1.317 All shop and/or factory primed surfaces that are to receive painting under this section shall first be prepared as part of this bid package work. Clean, sand and scrape to remove loose primer, rust, debris, and all other imperfections, feather edge to make touch-up patches inconspicuous, clean surface as required, re-prime applicable areas as necessary and paint as specified.

1.318 Coordinate with all other bid package contractors as necessary to deliver all materials requiring back priming to the project site for back priming by this bid package contractor prior to installation by the respective contractor.

Bid Package: 01 (continued)

1.319 Includes painting of mechanical, plumbing, and electrical equipment piping, conduit, and ductwork in all exposed areas, interior and exterior buildings and site.

1.320 Includes painting of fire hydrants, double detector checks, and pipe bollards.

1.321 Do not paint over labels or equipment identification markings, compressors, boilers, pumps, control panels, and all other items not intended for paint.

1.322 Provide moisture tests of all surfaces including gypsum wallboard, wood, masonry and concrete surfaces prior to painting to ascertain proper curing has occurred for paint adhesion.

1.323 Furnish and apply water repellent coatings on all plaster, masonry or concrete per the plans and specifications.

1.324 Provide "Mock-ups" and extra materials as necessary and required by Drawings and/or Specifications.

1.325 Painting of the doors shall be done prior to installation. All sides and edges are required to be painted. All paint on doors and frames shall be done by spray or the use of a small tight roller. No brushes will be allowed.

1.326 Remove unfinished louvers, grills, covers and access panels on mechanical and electrical components in exposed areas and paint separately.

1.327 Paint all access ladders and roof hatches that are primed for paint finish.

1.328 Includes final touch-up of painted surfaces after all contract work is substantially completed. This final touch-up paint shall be part of this bid package requirement. Obtain Construction manager approval prior to application of final touch up.

1.329 Includes contrasting colors at interior and exterior as required.

1.330 Contractor is responsible to furnish and install joint sealers as it applies to their own discipline of work. Includes surface preparation, backer rod, and accessories.

1.331 Includes caulking around all door and window frames in contact with plaster, concrete, masonry or drywall surfaces at interior and exterior surfaces.

1.332 Provide all submittals, shop drawings, samples, deferred submittals, and schedules required for submittals as specified in section 01105, Phasing of The Work for approval by the architect to assure long lead times do not affect the scheduled Work.

1.333 The Work of this Bid Package Contractor includes painting of all site items scheduled to receive paint, including trash enclosures, electrical enclosures, metal fabrications, lunch shelters, site walls, fire hydrants, ornamental fence (if not factory painted), etc..

Bid Package: 01 (continued)

1.334 Paint all pipe bollards, handrails and rails within the site.

1.335 Paint contrasting warning stripes at stairs.

Division 09, Section 09965 - Anti-Graffiti Coating

1.336 This Bid Package Contractor shall furnish and install Anti-Graffiti Coating as required and as indicated in the Drawings and/or Specifications.

1.337 This Bid Package Contractor is responsible for all Graffiti Coating on this project.

Division 10, Section 10105 - Markerboards and Tackboards

1.338 This Bid Package Contractor shall furnish and install all Markerboards and Tackboards as required and as indicated in the Drawings and/or Specifications.

1.339 Provide all accessories and trim including but not limited to marker trays.

Division 10, Section 10121 – Tackable Wall Systems

1.340 This Bid Package Contractor shall furnish and install all Tackable Wall Systems as required and as indicated in the drawings and/or specifications including aluminum trim, attachments, adhesives, and extra stock as required.

Division 10, Section 10170 - Plastic Toilet Compartments

1.341 This Bid Package Contractor shall furnish and install all Plastic Toilet Compartments, floor mounted and overhead braced as required and as indicated in the Drawings and/or Specifications.

1.342 Coordinate and provide all required backing for toilet compartment anchoring.

Division 10, Section 10400 - Identification Devices

1.343 Provide samples of all sign submittals as required per Specifications.

1.344 Coordinate sign locations and provide any required backing for sign installation.

Division 10, Section 10405 - Detectable Warning Systems

1.345 This Bid Package Contractor shall furnish and install Detectable Warning Systems for Buildings as required and as indicated in the Drawings and/or Specifications.

Division 10, Section 10420 - Cast Bronze Plaques

1.346 This Bid Package Contractor shall furnish and install all Cast Bronze Plagues for Buildings as required and as indicated in the Drawings and/or Specifications.

Bid Package: 01 (continued)

Division 10, Section 10426 - Signage and Graphics

1.347 Furnish and install all building interior and exterior signage (including but not limited to) room identification signs, occupant load signs, lockers, ADA accessibility signs, kitchen signage, fire protection signs, disabled persons and directional signage as required and as indicated in the Drawings and/or Specifications.

1.348 This Bid Package Contractor shall maintain all required dimensions and adjust sign size as required based on approved sign copy.

1.349 Provide blank signs behind any signs installed on glass or glazing, so as not to view sign attachment devises.

1.350 Provide all anchors, adhesives, posts, footings, and accessories for a complete installation.

1.351 Provide complete Shop Drawings (copy) of all sign types.

Division 10, Section 10500 – Lockers

1.352 This Bid Package Contractor shall furnish and install all Lockers as required and as indicated in the Drawings and/or Specifications.

Division 10, Section 10523 - Fire Extinguishers, Cabinets and Accessories

1.353 Furnish and install all building interior and exterior fire extinguishers and cabinets (rated and non-rated) including accessories as required and as indicated in the drawings and/or specifications, charged and certified by the fire authority having jurisdiction.

1.354 Includes all costs associated with Fire Extinguisher tests and inspections due to failed tests.

Division 10 – 10651 Operable Panel Partitions

1.355 This Bid Package Contractor shall furnish and install all Operable Panel Partitions as required and as indicated in the Drawings and/or Specifications.

1.356 Provide all overhead support, track, hanging rods, backing, jambs, seals, etc. for a complete and operable system.

1.357 Provide panel finish/fabric as required per Specifications.

1.358 Provide all acoustic testing as required by Specifications.

Bid Package: 01 (continued)

Division 10, Section 10810 - Toilet Accessories

1.359 Furnish and install all toilet, shower and washroom accessories as required and as indicated in the drawings and/or specifications. This includes but is not limited to, grab bars, electrical hand dryers (installed by Bid Package 5 Contractor), paper towel dispensers, soap dispensers, paper towel disposal, waste receptacles, toilet seat cover dispensers, toilet tissue dispensers, sanitary napkin dispensers, mop holders, utility shelfs, and framed mirrors where shown.

1.360 Coordinate and provide all required backing for surface mounted items and block-outs for recessed items.

1.361 Contractor shall coordinate backing and mounting heights for all grab bars with the Bid Package 4 contractor to avoid conflicts.

Division 11, Section 11400 – Food Service Equipment

1.362 This Bid Package Contractor shall furnish and install all Food Service Equipment as required and as indicated in the Drawings and/or Specifications.

1.363 Furnish and install all stainless work on project, including but not limited to, counters, pass through counters, shelving, wall flashings, rails, tray slides, work tables, kitchen hoods, and all other assemblies required.

1.364 All equipment, flashing and back splashes and trim shall be sealed to the wall and horizontal surfaces and shall be joined together by soldering, welding, or approved sealants.

1.365 Furnish and install any kitchen equipment or associated items not shown as N.I.C. on plan sheets. Furnish and install all kitchen sinks and trims not shown on plumbing plans or specified in the plumbing Specification sections.

1.366 Prior to drywall installation, verify location and adequacy of backing and block-outs to ensure proper installation and to verify all dimensions at the job site before starting fabrication.

1.367 Furnish and install all braces, brackets and support systems as required for the work of this bid package. Structural and miscellaneous steel and framing elements only as shown specifically and fully detailed on architectural or structural documents will be provided by the applicable bid package contractors. Any other miscellaneous or structural elements not fully detailed (as determined by the Architect) but required to perform the work of this bid package shall be fully furnished and completely installed by this contractor including but not limited to kitchen hoods.

1.368 Anchorage of food service equipment and fixtures shall comply with guidelines for seismic restraints of kitchen equipment (SMACNA), and approved by DSA.

Bid Package: 01 (continued)

1.369 Provide necessary seismic engineering data to the architect for food service equipment and fixtures.

1.370 This contractor is responsible for all embedded items and wall plates, restraining devices and fittings, as required, to secure equipment and fixtures.

1.371 Where anchorage details are not shown on drawings or in the guidelines the field installer shall be subject to the approval of the structural engineer and DSA.

1.372 All penetrations through a fire rated assembly shall be properly fire stopped per Specification Section 07840 requirements.

1.373 Furnish and install caulking and sealants per Specification Section 07900 as required for the installation of and between components of work provided by this bid package in order to provide a weather and watertight assembly as required.

Division 11, Section 11401 - Custom Fabricated Food Service Equipment

1.374 This Bid Package Contractor shall furnish and install all Custom Fabricated Food Service Equipment as required and as indicated in the Drawings and/or Specifications.

Division 11, Section 11405 - Food Service Equipment – Walk-In

1.375 This Bid Package Contractor shall furnish and install all Food Service Equipment – Walk-in as required and as indicated in the Drawings and/or Specifications.

1.376 Verify floor depression and coordinate layout of walk in cooler / freezer with concrete and steel trades for location of any roof mounted refrigeration packages, and assemblies, and any other equipment, appliances and materials shown for installation of the kitchen equipment.

Division 11, Section 11425 - Hood and Ventilation Equipment

1.377 This Bid Package Contractor shall furnish and install all Hood, Ventilation, and Condensate Equipment as required and as indicated in the Drawings and/or Specifications.

1.378 Provide all required dampers and air balancing of all kitchen ventilation equipment per Specifications.

1.379 Make all final connections to ductwork provided by Bid Package 4 contractor. Weld all hood collars to ductwork liquid-tight per Specifications.

1.380 Provide hoods with pre-wired lighting per Specifications. Bid Package 5 Contractor will connect power to factory supplied j-box.

Bid Package: 01 (continued)

1.381 Provide all hood controls including push button controls, time clock, manual shut-off and reset, fire-extinguishing system controls, control panels, enclosures, indicator lights, etc. Connection of controls to exhaust fans, fire alarm, and fire-extinguishing system will be provided by other Bid Package contractors.

1.382 Contractor shall coordinate all required blocking and supports for food service equipment.

1.383 Fire extinguishing system and alarm will be provided by other Bid Package contractors.

Division 11, Section 11450 - Appliance Equipment

1.384 This Bid Package Contractor shall furnish and install free-standing Refrigerator Appliance Equipment as required and as indicated in the Drawings and/or Specifications.

1.385 Garbage disposal will be provided and installed by Bid Package 4 contractor.

Division 12, Section 12492 - Horizontal Louver Blinds

1.386 This Bid Package Contractor shall furnish and install all Horizontal Louver Blinds as required and as indicated in the Drawings and/or Specifications.

1.387 Contractor shall provide all final adjustments required to ensure proper operation of blinds. Blinds shall not obscure any signage.

Division 12, Section 12494 - Curtain and Track - Cubicle

1.388 This Bid Package Contractor shall furnish and install all Cubicle Curtain and Track as required and as indicated in the Drawings and/or Specifications.

Division 12, Section 12495 - Curtain and Track

1.389 This Bid Package Contractor shall furnish and install all Curtains and Tracks as required and as indicated in the Drawings and/or Specifications.

ALSO INCLUDES:

1.390 Associated work as is shown on the Contract Drawings and as contained in all Division 0 and 1 Specification Sections.

1.391 This Bid Package Contractor will cooperate and coordinate with all other Bid Package Contractors.

Bid Package: 01 (continued)

1.392 Contractor agrees to work with other Bid Package Contractors and the Construction Manager in good faith in the execution and administration of the Project and abide the guidelines, procedures, and processes set forth by the Specifications as well as the Project Management Plan established by the Construction Manager.

1.393 Provide all necessary protection to all surfaces and finishes during installation of work. Any damage caused shall be repaired to the satisfaction of the Construction Manager.

1.394 Provide all required layout as is required for the Work of this Bid Package Contractor.

1.395 SWPPP associated with the Work of this Bid Package Contractor.

1.396 Daily clean-up of all debris related to the Work of this Bid Package Contractor is required. Provide trash bin for disposal of construction debris generated by this Bid Package Contractor. This Bid Package Contractor shall not use the trash bin provided by the Construction Manager for any of the demolition work of this Bid Package. The Work area(s) shall be left broom clean at the end of each work day.

EXCLUSIONS:

1.397 Trash bins for dirt, asphalt and concrete generated by other Bid Package Contractors.

BID ALTERNATES:

1.398 ALTERNATE #1: ADDITIVE: Learning Walls / Added Casework / HP Laminate at Casework per section 01230.

1.399 ALTERNATE #2: DEDUCTIVE: Tack Wall Surface at Classrooms and Entire Campus per section 01230.

1.400 ALTERNATE #3: ADDITIVE: Solar Tubes including Structural and Architectural Modifications per section 01230.

1.401 ALTERNATE #4: ADDITIVE: Louver Blinds / Stage Curtains per section 01230.

All of the work in this section **MUST** be included in the **GENERAL CONSTRUCTION/BUILDING BID PACKAGE NUMBER 01** unless specifically excluded herein. **CONTRACTOR MUST EXAMINE ALL OTHER SPECIFICATION SECTIONS AND DRAWINGS** for related work that may be specified or shown on drawings and required to be included as work under this section.

This summary supplements and complements the Plans and the project Specifications, hereafter referred to as Contract Documents and in no way supercedes any information contained in the Contract Documents unless specifically stated.

Bid Package: 01 (continued)

It is the responsibility of each bidder to fully familiarize himself with the entire Summary of Work for all Bid Packages, as the individual Specifications Sections interface throughout the project and thus impact all Bid Package Contractors.

END OF THIS BID PACKAGE SECTION

Bid Package Description:

BID PACKAGE: 02 **SITE WORK (ON-SITE)**

An **"A" or "B"** Classification California Contractor's License is required for this Bid Package.

SCOPE OF WORK SUMMARY:

The scope of work includes, but is not necessarily limited to, furnishing all labor, materials, accessories, appliances, tools, equipment, facilities, transportation, applicable taxes and services necessary for, and incidental to, performing all operations in connection with the specification sections listed below, complete as indicated on the drawings and specifications or incidental to the requirements of the Site Work (On-Site) Bid Package Contractor and/or specified herein, unless specifically excluded.

The following Specifications Sections are primary to this Bid Package:
(All of the work of these Specification Sections must be included in this Bid Package.)

Division 01 – General Requirements
01340 Construction and Demolition Waste Management
01500 Temporary Facilities and Controls
01712 Field Engineering

Division 02 – Site Work
02230 Site Clearing
02310 Grading
02315 Excavation
02316 Filling and Backfilling
02317 Trenching for Site Utilities
02741 Bituminous Concrete Paving
02751 Portland Cement Concrete Paving
02765 Pavement Markings
02791 Playground Surfacing
02792 Playground Surfacing – Locking Rubber Tiles
02821 Chain Link Fencing and Gates
02843 Parking Bumpers
02881 Playground Equipment
02910 Landscaping
02915 Irrigation Systems

Division 03 – Concrete
03100 Concrete Forms and Accessories
03200 Concrete Reinforcement
03300 Cast-in-Place Concrete

Bid Package: 02 (continued)

Division 04 – Masonry
04810 Unit Masonry Assemblies

Division 05 – Metals
05120 Structural Steel
05500 Metal Fabrications
05520 Handrails and Railings

Division 07 – Thermal and Moisture Protection
07190 Water Repellents
07900 Joint Sealers

Division 08 – Doors and Windows
08710 Finish Hardware

Division 10 – Specialties
10350 Flagpoles
10405 Detectable Warning Systems
10426 Signage and Graphics

Division 15 – Mechanical
15075 Mechanical Identification
15110 Valves
15122 Meters and Gages
15430 Plumbing Specialties

The Following Specifications Sections include related work to be performed by this Bid Package Contractor as it applies to this Bid Package:

Division 0 All Sections
Division 1 All Sections
Division 01 – Section 01322 – Construction Project Schedule
Division 07 – Section 07130 – Sheet Waterproofing
Division 07 – Section 07140 – Fluid-Applied Waterproofing
Division 09 – Section 09900 – Paints and Coatings
Division 09 – Section 09965 – Anti-Graffiti Coating

INCLUSIONS:

General Notes

2.1 This Bid Package Contractor is responsible for assessment of security needs within and around Site Boundaries and to maintain sufficient security and safety measures to effectively prevent vandalism, vagrancy, theft, arson, and all other such negative impacts to the Work. Any impacts to the progress of the Work due to loss from inadequate security and safety measure, will be the responsibility of the Contractor.

Bid Package: 02 (continued)

2.2 Contractor, by submitting a bid, is acknowledging that he / she has made a thorough inspection of this project site and that Contractor has made a detailed comparison between the existing conditions on the site and those indicated within the Contract Documents.

2.3 Includes all work under the primary specification sections and all applicable work under the specification sections which include related work required from this Bid Package Contractor as listed above.

2.4 This Bid Package Contractor's scope of work shall be limited to "On-Site" site work which shall be bound by the property lines established for the new school site. All "Off-Site" site work shall be performed by the Bid Package 03 – Off-Site Improvements and On/Off-Site Utilities Contractor and includes all work in the public right-of-way outside the property lines established for the new school site.

2.5 "On-Site" site work to be provided by this Bid Package Contractor includes, but is not limited to: All site clearing / debris removal and haul-away; the demolition and removal of the portion of Turril and Magnolia Avenues within to the property lines established for the new school site; the abandonment-in-place of all existing utilities on site as defined by the plans and/or specifications; demo-in-place of existing utilities on site as defined by the plans; surveying and staking; rough and finish grading for the entire site; retention basin; on-site excavation, sub excavation, over excavation, back fill and compaction for certified building pads; bituminous concrete paving at site roadways, parking lots, play areas, and walkways; Portland Cement concrete paving for site flatwork including slabs-on-grade for sidewalks/walkways, curb cuts, ramps and landings, courtyards, equipment enclosures, bike rack enclosure, kitchen service/receiving area, and utility pads; pavement markings for parking areas striping and sports court striping; pre-cast concrete parking bumpers; curb markings for fire lane and loading zones; parking area signage; cast-in-place concrete for various footings for site structures, footings for flagpole and pipe bollards, footings for fence posts, cast-in-place concrete stairs, concrete low walls and seat walls, curbs, gutters, swales, mow strips, and concrete equipment pads; redwood headers; synthetic playground surfacing and playground equipment; site furnishings including bike racks; sports court equipment including basketball court and equipment, tetherball court and equipment, and volleyball court and equipment; chain link fencing, gates and hardware; knox boxes at gates; site signage including gate signage, accessible path signage; parking signage, fire lane and tow-away signage, school monument sign and pilasters; complete site landscaping and landscape irrigation system; concrete masonry unit assemblies for site structures including trash enclosure, electrical service enclosure, can wash enclosure, screen walls, and ball walls; metal handrails and railings at site stairways and accessible ramps; flagpole; truncated domes at ADA-compliant ramps; metal roofing at can wash enclosure; and DSA-approved shade shelter structures including concrete pads and footings for shelters.

Bid Package: 02 (continued)

2.6 This Bid Package Contractor is responsible for assessment of security needs within and around Site Boundaries and to maintain sufficient security and safety measures to effectively prevent vandalism, vagrancy, theft, arson, and all other such negative impacts to the Work. Any impacts to the progress of the Work due to loss from inadequate security and safety measure, will be the responsibility of the Contractor.

2.7 This Bid Package Contractor will have a foreman/superintendent attend and participate in weekly coordination meetings as scheduled by the Construction Manager. In these meetings, foreman/superintendent will be prepared to discuss coordination and scheduling of their bid package Work as it relates to other bid package contractor's Work. Failure of Contractor's representative to attend scheduled weekly Progress Meetings will result is a $100 backcharge to Contractor for each missed meeting. A three week look-ahead schedule will be required from each bid package contractor prior to the start of this meeting as required per Section 01310.

2.8 This Bid Package Contractors is responsible for maintaining areas free of waste materials, debris, and rubbish and maintaining the work site in a clean and orderly condition. Debris shall be cleared and disposed of each day so that no debris accumulates. If Contractors fail to maintain a clean work area as determined by the Construction Manager, Construction Manager will assemble a composite crew from each responsible Bid Package Contractor to perform cleaning or at his discretion, hire additional labor to perform cleaning and backcharge the Bid Package Contractors accordingly.

2.9 Provide continuous as-needed dust control for the entire site throughout the duration of the project.

2.10 Provide continuous as-needed erosion control for the entire site.

2.11 Provide continuous as-needed de-watering of the site up to establishment of and acceptance of the certified building pads and establishment of finish grades at other on-site areas, at which time these areas shall be formally "turned over / accepted by the follow-on Contractor(s). Other Bid Package Contractors shall be responsible for de-watering their own trenches and excavations after establishment of grade and formal turn-over by this Bid Package Contractor.

2.12 This Bid Package Contractor shall make available one scheduled construction day for District use to accommodate a "Ground Breaking Ceremony". Contractor will coordinate the day and hours required with the District and the Construction Manager. Contractor shall ensure that the site is made safe for the public for the duration of the ceremony and will provide safe access on site. Contractor shall provide project and OSHA required and approved safety equipment for a minimum of 200 attendees.

2.13 Remove all existing fencing and recycle all fencing material. Provide manifests of all recycled fencing material to the Construction Manager.

Bid Package: 02 (continued)

2.14 Furnish and install all temporary chain link safety and security perimeter fencing surrounding the entire construction site, encompassing the full length of the north, south, east and west site boundaries in accordance with Section 01500 – Construction Facilities. Also provide temporary chain link fencing for the lay-down/storage areas to be used "in common" by all Bid Package Contractors. Fencing shall conform to the following specifications:

a. 8-foot high chain link fence with 80% or greater green or black wind screen/mesh.

b. Cable top, bottom and center of fence.

c. Mesh shall be attached with hog rings.

d. Includes man and vehicle gates where required.

e. Gateposts shall be of size to accommodate the size of opening and its intended purpose as directed by the Construction Manager.

f. All gateposts shall be cored in existing concrete or asphalt surfaces, or set in concrete footings where installed at dirt locations.

g. Every other fence post shall be set in a concrete footing. Concrete post footings shall be removed at the end of the project when the temporary fending is removed.

h. Core holes shall be filled with concrete once temporary fence is removed. Slurry seal all in A/C areas.

i. Fencing shall be set back beyond site work improvements.

j. Include allowance for relocation and switching of panels and/or gates during construction as directed by the Construction Manager.

k. Provide continuous maintenance and repair of the temporary fencing and gates throughout construction.

l. Shop drawings must be submitted to the Construction Manager for approval prior to installation.

2.15 Promptly obscure and/or repair any vandalism to temporary perimeter fencing or screening and graffiti on a daily basis.

Bid Package: 02 (continued)

2.16 Implement, maintain and monitor a "Storm Water Pollution Prevention Plan" (SWPPP) / erosion control plan provided by a Civil Engineer in accordance with Specification Section 01570 for the duration of the project. Maintain erosion control, sand bags, and temporary storm water diversion at all buildings until the excavation of the building foundations is started. This shall include but not be limited to remove/pumping water as necessary to continue earthwork. Sand bags required by the SWPPP for site water run-off controls shall remain until site work has been installed. This Bid Package Contractor shall remove sand bags and place them on-site as determined by the Construction Manager. This Bid Package shall remove and legally dispose off-site at the completion of the project.

2.17 Provide compliance with all soils' requirements specified under the Geotechnical Report No. 04-81-153-03 dated November 20, 2006, by Converse Consultants in coordination with the Structural and Civil drawings' requirements as they apply to the scope of work of this Bid Package and as applicable to all on-site improvements.

2.18 Any backing, blocking, or block outs required at the buildings and shown on the plans shall be performed by the Bid Package 1 contractor. Any other backing, blocking or block outs not shown and required for this Bid Package Contractor scope and any backing and blocking required for work on site shall be installed by this Bid Package Contractor. All incidental damage or demolition as a result of work performed by this Bid Package Contractor shall be repaired by this Bid Package Contractor.

2.19 This Bid Package Contractor shall be responsible for the watering, maintenance, trimming and protection of all trees identified to remain on the project site, in coordination with and under the direction of the District's designated Arborist.

2.20 Provide all submittals, shop drawings, samples, deferred submittals, and schedules required for submittals as specified in section 01105, Phasing of The Work for approval by the architect to assure long lead times do not affect the scheduled Work.

2.21 In accordance with Section 01210 – Allowances, include as part of this Bid Package, all work associated with a lump allowance totaling the amount applicable to this Bid Package to be used at the sole discretion of the District.

Division 01, Section 01322 – Construction Project Schedule

2.22 This Bid Package Contractor is responsible for providing a Primavera P6 construction activity schedule per the Requirements of the Specification for the work of this Bid Package. Schedule shall be cost and resource loaded.

2.23 Contractor will submit the resume of the individual or company who will provide all schedules and updates throughout the course of construction for the approval of the Construction Manager. This Designated Scheduler must be a certified in the use of Primavera P6 and be able to demonstrate expertise in scheduling through past project performance.

Bid Package: 02 (continued)

2.24 The Designated Scheduler will be responsible to develop, submit, and coordinate an initial project construction schedule which will include all construction activities including submittal preparation, submittal review and approval, and material procurement for the work of this Bid Package. This schedule must conform to the milestones established by the Project Phasing and will be coordinated with the schedules of all other Bid Package Contractors. The Scheduler shall attend all coordination meetings to develop and arrive at an Approved Construction Schedule.

2.25 The Designated Scheduler will participate in weekly schedule meetings with the Construction Manager and the Schedulers of other Bid Package Contractors to review construction progress and coordinate upcoming work.

2.26 Failure to provide schedule updates or attend schedule meetings will result is a $100 backcharge to Contractor per instance.

2.27 The Schedule will be used as the basis of approving progress payments. Progress payments will not be processed without an approved schedule update.

2.28 Provide all weekly and monthly schedule updates and any additional requested schedules or recovery schedules due to delays.

2.29 This Bid Package Contractor shall coordinate with other Bid Package Contractors as required.

Division 01, Section 01340 – Construction and Demolition Waste Management

2.30 Contractor shall develop a Construction Waste Management Plan, provide all required reporting, collect, segregate, store, recycle and dispose of all waste and abide by the requirements of the Specification.

Division 01, Section 01500 – Temporary Facilities and Controls

2.31 Provide temporary construction facilities as required of this Bid Package Contractor per Specifications. Remove temporary facilities upon project completion or as directed by Construction Manager.

Division 01, Section 01712 – Field Engineering

2.32 Provide all project surveying and staking listed under Specification Section 01320 – Field Engineering to include surveying requirements for the work of Bid Package #1, 3, 4 and 5.

Bid Package: 02 (continued)

2.33 Provide all project surveying and staking listed under Specification Section 01320 – Field Engineering to include surveying requirements for the work of Bid Package #1, 3, 4 and 5. Protect, restore and perpetuate all survey monuments and controls on the public right-of way in conformance with all applicable codes and regulations. Retain the services of a qualified registered Civil Engineer and/or land surveyor prior to the start of construction to comply with all the requirements of the County Surveyor's Office. Includes but is not limited to certified building pads, building corners, curb elevations, building grades, on-site elevations and off-site control points. Coordinate with the Bid Package 03 – Off-Site Improvements and On/Off-Site Utilities Contractor.

2.34 Includes all surverying required by Bid Package 3 contractor including surveying for off-site work.

Division 02 – Site Work, Section 02230 – Site Clearing

2.35 Includes but is not limited to, all site clearing and demolition within the property boundaries established for the new school site, along with the legal removal and disposal of all debris, junk, trash, vegetation, turf, shrubs, root systems of trees and shrubs, site plant life and grass, unsuitable soils and existing or abandoned improvements (above or below ground) including but not limited to, existing concrete and asphaltic concrete paving, billboard sign and supports, and abandoned underground utilities as described under this section and/or as noted on the Civil, Architectural, and/or Demolition plans. Properly protect all existing underground utilities which are to remain.

2.36 Includes complete demolition / removal of Magnolia Avenue between Mount Vernon Avenue and Turril Avenue and complete demolition / removal of Turril Avenue between 14th Street and 16th Street including all existing street improvements consisting of, but not limited to, concrete and asphaltic concrete paving, and concrete and/or asphalt curb and gutters, sidewalks and ramps, driveway aprons/approaches, and street signs as required and/or indicated on the plans. Haul away and dispose of all demolition material legally off site. Protect existing utilities to remain.

2.37 Coordinate removal of existing utility poles and street lights located along the portions of Magnolia Avenue and Turril Avenue that are to be removed. Physical removal of the utility poles and any associated cabling shall be accomplished by the pole lease-holder and/or utility companies leasing the poles, but this work shall be fully coordinated by this Bid Package Contractor.

2.38 Provide clean saw cuts at the limits of demolition where the on-site work of this bid package transitions to off-site work of the Bid Package 03 – Off-Site Improvements and On/Off-Site Utilities Contractor. Backfill all surfaces adjacent saw cut areas for smooth transition.

2.39 Completely remove only those trees indicated on the plans for removal including root systems, including those root systems that may be encountered underground in locations where trees are not currently growing. Fill and compact root voids with approved fill material.

Bid Package: 02 (continued)

2.40 Contractor to provide tree trimming, preservation. conservation, watering, and on-going maintenance care for existing trees at site. Unless specifically noted for removal, all trees are to be preserved, watered, maintained, and trimmed on site. This Bid Package Contractor shall hire a certified and licensed arborist to provide tree specifications for trimming, conservation, watering, and on-going maintenance care for existing trees at site. Palm trees to have all dead palm fronds removed and trunks to be trimmed of removed palm frond stubs. Oak and cedar trees to be pruned and trimmed in accordance with Architect's approval of Contractor's submitted arborist's recommendation.

2.41 This Bid Package Contractor shall review and become familiar with the site architectural, civil, plumbing, and electrical plans that may denote existing structures and underground utilities scheduled to remain and to be protected. Provide proper coverage / protection of these structures / utilities to remain.

2.42 This Bid Package Contractor shall use those means necessary to protect landscaping and irrigation without impeding other dependent trades. Any damaged caused by this contractor prior to acceptance shall be repaired by this Contractor at no additional expense to the District.

2.43 Includes saw cutting as noted or required (if not shown).

Division 02 – Site Work, Section 02310 – Grading

2.44 Includes, but is not limited to, all site grading within the new school site property boundaries including, but not limited to, removal of topsoil, rough and finish grading for site structures, building pads, and retention basin, soil removal and stockpiling, and provision of topsoil and finish grading as required and as indicated in the Drawings and/or Specifications.

2.45 This Bid Package Contractor will sequence the Work of this section and related sections to ensure that all erosion controls, including retention basins and other drainage methods, are in place at the earliest possible stage of grading.

2.46 Provide all on-site excavation, sub excavation, over excavation, back fill and compaction to plus or minus 1/10 foot from required elevation for top surface of subgrade and plus or minus 1/2 inch from required elevation for top surface of finish grade. Provide compaction per plans, specifications, and applicable standards. Includes all certified building pads. Includes all rough and finish grading for the entire new school site including the areas where portions of both Turril Avenue and Magnolia Avenue roadways, curbs, gutters, and driveway approaches are removed. Provide building pad certification by a licensed or registered surveyor immediately upon completion of building pad grading. A copy of this pad certification shall be forwarded to the Inspector of Record, Architect, and Construction Manager for distribution.

2.47 Furnish and install import materials as required to obtain the proper elevation per plan of the entire new school site. Process, backfill and compact soils per the specifications and the Soils Engineer's recommendations.

Bid Package: 02 (continued)

2.48 Furnish and install all materials required for retention basin bottoms and slopes.

2.49 All excess spoils generated by operation shall be removed and legally disposed of off-site on a daily basis.

2.50 Provide and maintain adequate dust control as it pertains to the work of this Bid Package operation, including washing/sweeping of existing City streets and asphalt access roads and entrances to the satisfaction of the Construction Manager.

Division 02 – Site Work, Section 02315 – Excavation

2.51 Includes, but is not limited to, all excavation work related to the work of this bid package as required and as indicated in the Drawings and/or Specifications. Includes, but is not limited to, excavation for fence posts, sign posts, concrete mow strips, flag pole footing, and footings for concrete and masonry site structures.

Division 02 – Site Work, Section 02316 – Filling and Backfilling

2.52 Includes, but is not limited to, all filling and backfilling work related to the work of this bid package as required and as indicated in the Drawings and/or Specifications. Includes, but is not limited to, backfilling of all excavations for fence posts, sign posts, concrete mow strips, flag pole footing, and footings for concrete and masonry site structures, as well as backfilling of trenches for landscape irrigation systems.

Division 02 – Site Work, Section 02317 – Trenching for Site Utilities

2.53 Includes, but is not limited to, all trenching work for site utilizes related to the work of this bid package as required and as indicated in the Drawings and/or Specifications. Includes, but is not limited to, trenching for landscape irrigation systems.

Division 02 – Site Work, Section 02741 – Bituminous Concrete Paving

2.54 Includes, but is not limited to, aggregate base course, prime coat and tack coat, single course bituminous concrete paving, double course bituminous concrete paving, surface sealer, and headers and accessories within the site property boundaries as required and as indicated in the Drawings and/or Specifications.

2.55 All bituminous concrete paving which does not terminate directly against a concrete curb, gutter, concrete or masonry wall will terminate against a redwood header furnished and installed by this Bid Package Contractor whether shown on the plans or not. No raw edge will be allowed.

Bid Package: 02 (continued)

2.56 Any new or existing vaults, pull boxes, clean-outs, manhole covers, etc. within bituminous concrete paved areas shall be set to sub grade by the applicable Bid Package Contractor. Once base and paving have been completed, the same applicable contractors shall carefully uncover their respective items and extend in a concrete collar to the finish grade at no additional cost. This Bid Package Contractor shall then patch around extended items so as to blend with the adjacent finish asphalt surface at no additional cost.

2.57 Bituminous concrete paving work shall not start until a pre-paving meeting is held. Schedule the meeting with the Construction Manager a minimum of 48 hours prior to paving operations.

2.58 Treat all subgrade with weed killer prior to paving as required by the specifications.

2.59 Coordinate with the Bid Package 03 – Off-Site Improvements and On/Off-Site Utilities Contractor for smooth transitions from on-site to off-site bituminous concrete paving work.

2.60 All on-site paving shall be left 1/10 foot low until all work is done. Final 1/10 foot of paving shall be placed when directed by the Construction Manager.

2.61 Seal coat application will not be installed until directed by the Construction Manager.

Division 02 – Site Work, Section 02751 – Portland Cement Concrete Paving

2.62 Includes, but is not limited to, all on-site exterior concrete slabs-on-grade, sidewalks and walkways, stair steps, concrete ramps and landings, integral curbs, gutters, utility pads, and concrete slabs for kitchen service / receiving area, bike rack enclosure, trash enclosure pad, can wash enclosure pad, standby generator pad, and electrical equipment enclosure pad located within the site property boundaries as required and as indicated in the Drawings and/or Specifications. Includes all concrete flatwork located under building overhangs and covered walkways up to the outside face of the building foundations. Includes concrete paving at shade shelters.

2.63 This Bid Package Contractor shall furnish and install Portland Cement concrete paving over aggregate base coarse over sub grade. Also includes providing sub grade and fine grade for these areas.

2.64 Includes all concrete accessories, colors, finishes, forming, admixtures, reinforcement joint sealers, and curing compounds in accordance with the Drawings and Specifications.

2.65 Treat all subgrade areas to receive concrete paving with weed killer prior to paving whether indicated or not.

2.66 Construct all equipment pads for site electrical equipment. Verify and construct equipment pads/slabs to the more stringent of the requirements of the electrical/architectural drawings and details.

Bid Package: 02 (continued)

2.67 Block out site work concrete around temporary power poles to the nearest joint. Once temporary power poles have been removed, Bid Package Contractor shall return at no additional expense to the owner and pour in block out. Includes bracing temporary power poles to continue footing work.

2.68 Includes thickened edges as required and/or as noted in the Drawings and Specifications.

2.69 Furnish and install safety nosing at all cast in place stair treads as noted. Includes detectable warnings as indicated in the plans and specifications.

2.70 All grates to be installed in foot traffic areas shall be ADA compliant.

2.71 Furnish and install truncated domes where shown or required by code even if not shown on the Drawings and/or Specifications.

2.72 Coordinate with all applicable trades to ensure that underground utilities and irrigation lines/sleeves have been installed prior to the placement of concrete.

2.73 Coordinate with the Bid Package 03 – Off-Site Improvements and On/Off-Site Utilities Contractor for smooth transitions from on-site to off-site concrete paving work.

Division 02 – Site Work, Section 02765 – Pavement Markings

2.74 Includes, but is not limited to, furnishing and installing within the site property boundaries all parking stall line painting and curb painting/markings, traffic symbols, roadway lane markings, crosswalks, directional arrows, lettering and safety zones, loading zone, accessibility symbols, playground striping, and fire lanes as required and as indicated in the Drawings and/or Specifications.

2.75 Slurry coat shall be applied to all areas receiving pavement markings. Slurry shall be applied a minimum of 10 days prior to installation of pavement markings.

2.76 Includes handicapped and van parking striping and lettering.

2.77 Any new pavement markings that are crooked, misplaced, cracking, peeling, discolored, or otherwise deemed defective by the Construction Manager shall be replaced at no additional cost to the District.

Division 02 – Site Work, Section 02791 – Playground Surfacing

2.78 Includes, but is not limited to, furnishing and installing all Playground Surfacing systems for playground areas, sub-base (aggregate base course) under the resilient surfacing, and concrete containment curbs as required and as indicated in the Drawings and/or Specifications.

2.79 All work of this section shall be ADA compliant for children's outdoor play areas.

Bid Package: 02 (continued)

Division 02 – Site Work, Section 02792 – Playground Surfacing – Locking Rubber Tiles

2.80 This Bid Package Contractor shall furnish and install all Playground Surfacing – Locking Rubber Tiles as required and as indicated in the Drawings and/or Specifications.

Division 02 – Site Work, Section 02821 – Chain Link Fencing and Gates

2.81 Includes, but is not limited to, furnishing and installing all galvanized chain link fencing materials and installation, including footings, posts, fabric, wire, post caps, gate locking devices, cane bolts, hardware and all accessories and related items as required and as indicated in the Drawings and/or Specifications.

2.82 Includes all ADA compliant hardware and locksets located at chain link gates per Specification Section 08710 including panic hardware, closers, locksets, cores, etc. *Includes panic hardware and closers at all gates in the path of travel whether shown or not.*

2.83 Provide concrete footings for posts.

2.84 Provide all backing plates and galvanized sheet metal required for gate hardware installation.

2.85 Provide and install metal gates at trash/equipment enclosures where indicated. Includes all frames, decking, corrugated metal, and hardware.

Division 02 – Site Work, Section 02843 – Parking Bumpers

2.86 Includes, but is not limited to, furnishing and installing all precast concrete parking bumpers (wheel stops) and anchorage (dowels).

Division 02 – Site Work, Section 02881 – Playground Equipment

2.87 Includes, but is not limited to, the playground layout (staking), concrete footings for playground equipment and sports court equipment, furnishing and installing the playground equipment, sports court equipment and site furnishings as required and as indicated in the Drawings and/or Specifications.

2.88 Playground equipment includes the custom play structure and swings shown on the Drawings and specified herein. Includes all accessories and finishes for a turnkey product.

2.89 Sports court equipment includes the basketball court and equipment, tetherball court and equipment, and volleyball court and equipment. Includes all accessories and finishes for a turnkey product.

2.90 Site furnishings include the bike racks.

2.91 Includes furnishing and installing the ball walls / courts.

Bid Package: 02 (continued)

Division 02 – Site Work, Section 02910 – Landscaping

2.92 Includes, but is not limited to, furnishing and installing all landscape plantings as required and as indicated in the Drawings and/or Specifications.

2.93 Landscaping includes, but is not limited to, pre-planting weed control, topsoil, soil preparation, fine grading, planting operations, fertilizer, organic soil amendment, pre-planting herbicide, plant material (trees, shrubs, vines, ground cover), hydromulch lawn, miscellaneous materials (including tree stakes and rubber tree ties), ground cover, mulch, backfill mix, planting maintenance, and warranty period.

2.94 Furnish and install all final grade topsoil for finish landscaping as required and specified under this section.

2.95 Furnish and install all fertilizing, seeding, hydroseeding, mulching, watering, seed/hydroseed protection, protection and cleanup.

2.96 Provide 90-day planting maintenance as required and specified under this section.

Division 02 – Site Work, Section 02915 – Irrigation Systems

2.97 Includes, but is not limited to, furnishing and installing all automatic landscape irrigation systems and controls, and all miscellanea required to provide a complete operational systems as required and as indicated in the Drawings and/or Specifications.

2.98 Provide all trenching and backfill for all irrigation system main lines, distribution piping, valves, control wiring, and related underground equipment in accordance with Specification Sections 02316 and 02317.

2.99 Furnish and install the automatic controller(s) and all low voltage control wiring and conduit to the remote control valves. All high voltage electrical conduit and wiring to the automatic controller(s) and connections to the electrical service in accordance with Specification Section 16100 shall be performed by the Bid Package 05 contractor.

2.100 Furnish and install all valves including, but not limited to gate valves, quick coupling valves, remote control valves, valve boxes, and valve sleeves.

2.101 Connect irrigation system main line to the water supply at the location indicated on the Drawings. Point of Connection (POC) shall be after the 4-inch irrigation water meter which is to be installed by the Bid Package 03 – Off-Site Improvements and On/Off-Site Utilities Contractor. This Bid Package Contractor shall install the irrigation water backflow preventer.

2.102 Furnish and install all lawn sprinkler heads and shrubbery sprinkler heads as scheduled on the Drawings.

2.103 Provide all system flushing, adjusting and cleaning, and instruction of District maintenance personnel.

Bid Package: 02 (continued)

2.104 Provide all operation and maintenance tools, delivered to the District when work is complete and prior to final acceptance.

2.105 Maintenance of irrigation system prior to job completion, and during the landscape maintenance period, shall be the responsibility of this Bid Package Contractor including, but not limited to, the following:

A. Cleaning/Repair of plugged irrigation heads.

B. Irrigation heads adjustments.

C. Volume of water applied (coordinate with landscape maintenance requirements).

D. Programming (coordinate with landscape maintenance requirements).

E. Repair all leaking and/or defective pipe and valves.

F. Correct any problem areas which occur after installation attributed to the irrigation system.

G. Repair or replace equipment and materials due to acts of vandalism, theft or pest damage.

H. Adjust all turf heads to final grades prior to final acceptance by owner.

Division 03 – Concrete, Section 03100 – Concrete Forms and Accessories

2.106 Includes furnishing and installing all formwork for cast-in place concrete work assigned to this Bid Package Contractor which includes, but is not limited to, concrete footings for low concrete and masonry walls, masonry walls at trash enclosures, electrical equipment enclosure, screen walls, seat walls and ball walls, flagpole base, curbs, gutters, sidewalks/walkways, stairs, landings, footings for free-standing lunch/shade structures, ramps, mow strips, concrete low walls, seat walls, school monument sign and pilasters, electrical and mechanical equipment site concrete pads, trash enclosure pad, can wash pad, and other site concrete work outside the building limits as required and as indicated in the Drawings and/or Specifications. The building limit is defined as the exterior face of the building and does not include the roof overhand and any supporting columns.

2.107 Includes the Styrofoam letters/forms for the concrete school monument signs.

2.108 Includes openings for other work, form accessories, and form stripping.

2.109 Provide proper temporary support/shoring (as required and/or needed).

2.110 Includes design and engineering of appropriate shoring as is required.

2.111 Use form release agent as necessary to avoid spelling or scaling of concrete once forms are removed.

Bid Package: 02 (continued)

2.112 Includes use of snap ties when forming concrete walls to prevent any waves or snaking of finished wall. After forms are stripped, sacking may be required on exposed wall surfaces to provide the desired finish. Wall joints will be installed true and plumb to forms and secured in such a manner to avoid movement during concrete placement. If any forms buckle or blow out, that entire section of concrete shall be removed and re-poured.

Division 03 – Concrete, Section 03200 – Concrete Reinforcement

2.113 Includes furnishing and installing all reinforcing steel for cast-in place concrete work assigned to this Bid Package Contractor which includes, but is not limited to, concrete footings for low concrete and masonry walls, masonry walls at trash enclosures, electrical equipment enclosure, can wash enclosure, screen walls, seat walls and ball walls, pilasters at school sign, footings for free-standing lunch/shade structures, fence posts, flagpole base; curbs, gutters, sidewalks/walkways, stairs, landings, ramps, mow strips, concrete low walls, seat walls, school sign, electrical and mechanical equipment site concrete pads, trash enclosure concrete pad, can wash concrete pad, and other site concrete work outside the building limits as required and as indicated in the Drawings and/or Specifications.

2.114 Includes supports and accessories for steel reinforcement.

Division 03 – Concrete, Section 03300 – Cast-in-Place Concrete

2.115 Includes furnishing and installing all cast-in place concrete work assigned to this Bid Package Contractor which includes, but is not limited to, concrete footings for low concrete and masonry walls, masonry walls at trash enclosures, electrical equipment enclosure, can wash enclosure, screen walls, and ball walls, footings for support posts for free-standing lunch/shade structures, fence posts, flagpole base and pipe bollards; concrete curbs, gutters, sidewalks/walkways, stairs, landings, ramps, mow strips, concrete low walls, seat walls, school sign, electrical and mechanical equipment site concrete pads, concrete pits, and other site concrete work outside the building limits as required and as indicated in the Drawings and/or Specifications. The building limit is defined as the exterior face of the building and does not include the roof overhand and any supporting columns.

2.116 Includes concrete curing and protection, chemical admixtures, concrete colors, concrete finishing, and accessories.

2.117 Light pole bases and associated rebar shall be constructed by BP-05 contractor.

Division 04 – Masonry, Section 04810 – Unit Masonry Assemblies

2.118 Includes furnishing and installing all unit masonry assemblies work which includes, but is not limited to, low masonry walls, masonry walls at trash enclosures, kitchen receiving area, electrical equipment enclosure, can wash enclosure, screen walls, ball walls, pilasters at school sign, and other masonry work outside the building limits as required and as indicated in the Drawings and/or Specifications.

Bid Package: 02 (continued)

2.119 Includes precision concrete block, split face concrete block, mortar, reinforcement and anchorage, and accessories.

2.120 Provide and install cap blocks at low masonry walls.

2.121 Provide solid grouting of block cells as specified and/or indicated on the Drawings.

2.122 Includes installing base plate assemblies and anchor bolts at all masonry walls and columns where required.

2.123 Furnish and install all masonry expansion and control joint backer rod and sealant, including any located where masonry butts concrete per Specification Section 07900 (as applies).

2.124 Provide additional masonry reinforcing steel necessitated by the placement of pipe, conduit, openings, or sleeves as required by other bid packages.

Division 05 – Metals, Section 05120– Structural Steel

2.125 Includes furnishing and installing all structural steel associated with the exterior site work within the site property boundaries as required and as indicated in the Drawings and/or Specifications. Includes, but is not limited to, complete fabrication of the free-standing lunch/shade structures per the National Carport Drawings.

2.126 Includes all shop priming and field touch-up and galvanizing as required per the Drawings/Specifications.

Division 05 – Metals, Section 05500 – Metal Fabrications

2.127 Includes furnishing and installing all metal fabrications associated with the exterior site work within the site property boundaries as required and as indicated in the Drawings and/or Specifications. Includes, but is not limited to, complete fabrication of the free-standing lunch/shade structures per the National Carport Drawings, steel pipe columns at can wash enclosure, pipe bollards at fire hydrants, pipe bollards at fire department connections, steel tube fencing/gates at trash and equipment enclosures, metal roofing at can wash enclosure, and gutters and downspouts at shade shelters.

2.128 Provide and install items located within the exterior site work fabricated from iron, steel and aluminum shapes, plates, bars, strips, tubes, pipes, and castings which are not contained within the building limits.

2.129 This Bid Package Contractor will provide all metal handrails, guardrails and railings associated with the exterior site work within the site property boundaries up to and including the outside face of the buildings including wall-mounted handrails, guardrails and free-standing handrails at drinking fountains, exterior steps and ramps, site stair railings and guardrails.

Bid Package: 02 (continued)

2.130 Provide and install inserts and anchorage devices which must be set in concrete or built into concrete or masonry for installation of miscellaneous metal work.

2.131 Includes all shop priming and field touch-up and galvanizing as required per the Drawings/Specifications.

2.132 Includes field welding as may be required for proper installations.

Division 05 – Metals, Section 05520 – Handrails and Railings

2.133 Includes furnishing and installing all metal handrails, guardrails and railings associated with the exterior site work within the site property boundaries up to and including the outside face of the buildings, as required and as indicated in the Drawings and/or Specifications. Attachment to buildings shall be this Bid Package Contractor, in coordination with the Building Bid Package Contractor.

2.134 Includes wall-mounted handrails, guardrails and free-standing handrails at drinking fountains, exterior steps and ramps.

2.135 Includes site stair railings and guardrails.

2.136 Includes exterior handrails and railings at exterior stairs and ramps where they are mounted to the exterior face of buildings.

2.137 Includes all post sleeves to be embedded. All rails shall be set in sleeves regardless if shown on the Drawings or not. Sleeves shall be galvanized and of same material and finish as rails with a welded bottom.

Division 07 – Thermal and Moisture Protection, Section 07190 – Water Repellents

2.138 Includes water repellants applied to exterior masonry and concrete surfaces as required and as indicated in the Drawings and/or Specifications.

2.139 Includes pressure washing and concrete etching.

Division 07 – Thermal and Moisture Protection, Section 07900 – Joint Sealers

2.140 Includes exterior sealants and joint backing for the exterior site work outside the building limits as required and as indicated in the Drawings and/or Specifications.

2.141 Includes exterior expansion joint sealers.

2.142 Includes surface preparation, backer rod, and accessories.

Bid Package: 02 (continued)

Division 08 – Doors and Windows, Section 08710 – Finish Hardware

2.143 Provide and install all ADA-compliant hardware located at chain link fence gates. Includes panic hardware and closers at all gates in the path of travel as required, whether shown or not.

Division 10 – Specialties, Section 10350 – Flagpoles

2.144 Includes exterior flagpole and accessories as required and as indicated in the Drawings and/or Specifications.

2.145 Includes concrete flagpole footings per Sections 03100, 03200 and 03300.

2.146 Includes steel ground protector and steel lightning ground spike.

Division 10 – Specialties, Section 10405 – Detectable Warning Systems

2.147 Includes ADA-compliant exterior detectable warning systems as required and as indicated in the Drawings and/or Specifications.

2.148 Includes truncated domes located at passenger loading/drop-off areas and accessible ramps/curb cuts and wheelchair ramps.

Division 10 – Specialties, Section 10426 – Signage and Graphics

2.149 Includes but is not limited to, all exterior site informational signs, site directional signs, site tow away signs, and site traffic and parking signs located within the site boundaries as required and as indicated in the Drawings and/or Specifications.

2.150 Includes but is not limited to, all ADA-compliant signage located outside the building limits on site including accessible parking stall signage and accessible path of travel signage.

Division 15 – Mechanical, Section 15075 - Mechanical Identification

2.151 Furnish and install all required Mechanical Identification for the landscape irrigation system as required and as indicated in the Drawings and/or Specifications.

2.152 Includes equipment nameplates, equipment markers, equipment signs, valve box markers, valve tags, valve schedules, and warning tags.

Division 15 – Mechanical, Section 15110 – Valves

2.153 Furnish and install all Valves for the landscape irrigation system as required and as indicated in the Drawings and/or Specifications.

Bid Package: 02 (continued)

Division 15 – Mechanical, Section 15122 – Meters and Gages

2.154 Furnish and install all Meters and Gages for the landscape irrigation system as required and as indicated in the Drawings and/or Specifications.

Division 15 – Mechanical, Section 15430 – Plumbing Specialties

2.155 Furnish and install all Plumbing Specialties as applicable for the landscape irrigation system as required and as indicated in the Drawings and/or Specifications.

ALSO INCLUDES:

2.156 Associated work as is shown on the Contract Drawings and as contained in all Division 0 and 1 Specification Sections.

2.157 Contractor agrees to work with other Bid Package Contractors and the Construction Manager in good faith in the execution and administration of the Project and abide the guidelines, procedures, and processes set forth by the Specifications as well as the Project Management Plan established by the Construction Manager.

2.158 Lost and/or damaged survey stakes by this Bid Package Contractor and the associated cost for replacement of same shall be the responsibility of said contractor.

2.159 Completely furnish, properly install and maintain all barricades, traffic control, warning lights, flagmen, hauling and/or disposal permits & fees as may be required by the City of San Bernardino, County of San Bernardino, and the Construction Manager as it pertains to the work of this bid package.

2.160 Includes all costs associated with additional tests and inspections due to failed tests.

2.161 Move-ins shall be in accordance with the project schedule and the requirements of the Construction Manager.

2.162 Provide all required layout as is required for the Work of this bid package.

2.163 Daily clean-up of all debris related to the Work of this bid package is required. Provide trash bins for disposal of construction debris generated by this Bid Package Contractor. This Bid Package Contractor shall not use the trash bin provided by the Construction Manager for any of the demolition work of this bid package. The Work area(s) shall be left broom clean at the end of each work day.

2.164 Includes continuous removal of graffiti / repair of graffitied surfaces throughout the entire site until completion and acceptance of the project.

Bid Package: 02 (continued)

EXCLUSIONS:

2.165 Demolition/Removal of existing curbs and gutters located outside of site property boundaries. (To be performed by Bid Package 03 – Off-Site Improvements and On/Off-Site Utilities Contractor.)

2.166 Concrete drive approaches at school site property boundaries. (To be provided by Bid Package 03 – Off-Site Improvements and On/Off-Site Utilities Contractor.)

2.167 Curbs, gutters and sidewalks located outside the school site property boundaries. (To be provided by Bid Package 03 – Off-Site Improvements and On/Off-Site Utilities Contractor.)

2.168 AC paving in public right-of-way streets. (To be provided by Bid Package 03 – Off-Site Improvements and On/Off-Site Utilities Contractor.)

2.169 Temporary facilities or other temporary chain link fencing and gates (except those directly related to the work of this bid package).

2.170 Trash bins for debris, dirt, asphalt and concrete generated by other Bid Package Contractors.

2.171 Field office trailer for Construction Manager, IOR and other Owner's Representatives.

2.172 Temporary sanitary facilities.

2.173 Excavation, backfilling, and compaction of trenches related to work of other Bid Package Contractors.

2.174 Patching and repair of asphalt, concrete and building surfaces related to the Work of other Bid Package Contractors.

2.175 Pre-fabricated or site-built concrete pads for other bid packages.

BID ALTERNATES:

2.176 ALTERNATE #5: ADDITIVE: Playground Equipment / Play Surfacing / Monument Signs per section 01230.

All of the work in this section **MUST** be included in the **SITE WORK (ON-SITE) BID PACKAGE NUMBER 02** unless specifically excluded herein. **CONTRACTOR MUST EXAMINE ALL OTHER SPECIFICATION SECTIONS AND DRAWINGS** for related work that may be specified or shown on drawings and required to be included as work under this section.

Bid Package: 02 (continued)

This summary supplements and complements the Plans and the balance of the project Specifications, hereafter referred to as Contract Documents and in no way supersedes any information contained in the Contract Documents unless specifically stated.

It is the responsibility of each bidder to fully familiarize himself with the entire Summary of Work for all Bid Packages, as the individual Specifications Sections interface throughout the project and thus impact all Bid Package Contractors.

END OF THIS BID PACKAGE SECTION

Bid Package Description:

BID PACKAGE: 03

OFF-SITE IMPROVEMENTS AND ON/OFF-SITE UTILITIES

An **"A" or "B"** Classification California Contractor's License is required for this Bid Package.

SCOPE OF WORK SUMMARY:

The scope of work includes, but is not necessarily limited to, furnishing all labor, materials, accessories, appliances, tools, equipment, facilities, transportation, applicable taxes and services necessary for, and incidental to, performing all operations in connection with the specification sections listed below, complete as indicated on the drawings and specifications or incidental to the requirements of the Off-Site Improvements and On/Off-Site Utilities Bid Package Contractor and/or specified herein, unless specifically excluded.

The following Specifications Sections are primary to this Bid Package:
(All of the work of these Specification Sections must be included in this Bid Package.)

Division 01 – General Requirements
01340 Construction and Demolition Waste Management
01500 Temporary Facilities and Controls

Division 02 – Site Work
02230 Site Clearing
02310 Grading
02315 Excavation
02316 Filling and Backfilling
02317 Trenches for Site Utilities
02510 Water Distribution
02511 Fire Water Protection Line
02515 Disinfection of Water Distribution System
02535 Sanitary Sewer Piping
02551 Site Gas Distribution
02635 Storm Drainage Piping
02741 Bituminous Concrete Paving
02751 Portland Cement Concrete Paving
02765 Pavement Markings

Division 03 – Concrete
03100 Concrete Forms and Accessories
03200 Concrete Reinforcement
03300 Cast-in-Place Concrete

Bid Package: 03 (continued)

Division 05 – Metals
05500 Metal Fabrications

Division 07 – Thermal and Moisture Protection
07900 Joint Sealers

Division 10 – Specialties
10405 Detectable Warning Systems
10426 Signage and Graphics

Division 15 – Mechanical
15050 Basic Mechanical Materials and Methods
15075 Mechanical Identification
15110 Valves
15122 Meters and Gages
15430 Plumbing Specialties

Division 16 – Electrical
16010 Electrical General Provisions
16050 Basic Electrical Materials and Methods
16111 Conduit and Wire
16745 Telephone System

The Following Specifications Sections include related work to be performed by this Bid Package Contractor as it applies to this Bid Package:

Division 0 All Sections
Division 1 All Sections
Division 01 – Section 01322 – Construction Project Schedule
Division 01 – Section 01712 – Field Engineering
Division 15 – Section 15410 – Plumbing Fixtures

INCLUSIONS:

General Notes

3.1 Contractor, by submitting a bid, is acknowledging that he / she has made a thorough inspection of this project site and that Contractor has made a detailed comparison between the existing conditions on the site and those indicated within the Contract Documents.

3.2 This Off-Site Bid Package includes all work under the primary specification sections and all applicable work under the specification sections which include related work required from this Bid Package Contractor as listed above.

Bid Package: 03 (continued)

3.3 This Bid Package Contractor is responsible for assessment of security needs within and around Site Boundaries and to maintain sufficient security and safety measures to effectively prevent vandalism, vagrancy, theft, arson, and all other such negative impacts to the Work. Any impacts to the progress of the Work due to loss from inadequate security and safety measure, will be the responsibility of the Contractor.

3.4 This Bid Package Contractor's scope of work shall be limited to all "Off-Site" Improvements outside the established property boundaries for the new school site, all site work in the public right-of-way, all "On-Site" Utilities work (outside the building limits) and all "Off-Site" Utilities work including utilities work in the public right-of-way outside the established property boundaries for the new school site and all field engineering and surveying as required to complete the Work as further described below:

3.5 "Off-Site Improvements" work to be provided by this Bid Package Contractor includes, but is not limited to: All off-site (outside the property boundaries established for the new school site and within the public right-of-way) clearing / demolition / debris removal and haul-away; surveying and staking for off-site improvements; rough and finish grading for off-site improvements; excavation, back fill and compaction for off-site improvements; bituminous concrete paving at off-site site roadways; Portland Cement concrete paving for off-site flatwork including sidewalks/walkways, curb cuts, ramps and landings; pavement and curb markings for off-site roadways; off-site roadway signage; cast-in-place concrete for various off-site structures including pipe bollards at fire hydrants or other utilities, curbs, gutters, swales, and concrete equipment pads; redwood headers; and truncated domes at ADA-compliant curb cuts/ramps. Refer to details included in the specific specification sections below.

3.6 "Off-Site Utilities" work to be provided by this Bid Package Contractor includes, but is not limited to: All off-site utility work required to make utility tie ins within the public right-of-way up to the main points of connection on-site, including storm drainage system, water distribution system, fire water distribution system, sanitary sewerage system, natural gas distribution system, electrical conduit from existing off-site electrical vault to on-site electrical equipment enclosure and transformer pad, telecommunications/data/paging system conduit and pull boxes, and television distribution system conduit and pull boxes; miscellaneous off-site metal fabrications. Refer to details included in the specific specification sections below.

3.7 "On-Site Utilities" work to be provided by this Bid Package Contractor includes, but is not limited to: All on-site utility work from main points of connection on-site to points of connection five (5) feet outside building limits, including storm drain system, water distribution system (excluding irrigation), fire water system, sanitary sewerage system, and natural gas distribution system. Piping terminations at the points of connection shall be marked at grade with flexible indicators and on as-built drawings. Includes plumbing for can wash. Refer to details included in the specific specification sections below.

3.8 This Bid Package Contractor will have a foreman/superintendent attend and participate in weekly coordination meetings as scheduled by the Construction Manager. In these meetings, foreman/superintendent will be prepared to discuss coordination and scheduling of their bid package Work as it relates to other bid package contractor's

Work. Failure of Contractor's representative to attend scheduled weekly Progress Meetings will result is a $100 backcharge to Contractor for each missed meeting. A three week look-ahead schedule will be required from each bid package contractor prior to the start of this meeting as required per Section 01310.

3.9 This Bid Package Contractors is responsible for maintaining areas free of waste materials, debris, and rubbish and maintaining the work site in a clean and orderly condition. Debris shall be cleared and disposed of each day so that no debris accumulates. If Contractors fail to maintain a clean work area as determined by the Construction Manager, Construction Manager will assemble a composite crew from each responsible Bid Package Contractor to perform cleaning or at his discretion, hire additional labor to perform cleaning and backcharge the Bid Package Contractors accordingly.

3.10 Provide compliance with all soils' requirements specified in the Geotechnical Report No. 04-81-153-03 dated November 20, 2006, by Converse Consultants and coordination with the Structural and Civil drawings' requirements as they apply to the scope of work of this Bid Package and as applicable to all off-site improvements and on-site utilities work.

3.11 All off-site improvements as it applies to the scope of work of this Bid Package shall be done in strict conformance with the latest edition of the City of San Bernardino standard specifications and drawings for public works construction.

3.12 Contact underground service alert and obtain an identification number a minimum of 48 hours prior to securing the City's encroachment permit as it applies to the work of this Bid Package. Obtain City of San Bernardino's business license and encroachment permit a minimum of 48 hours prior to the start of any construction within the public right-of-way. Provide the City with a completed set of mylar as-built plans prior to the final inspection as required. Refer to the "ALSO INCLUDES" section below for requirements on procurement, payment and reimbursement on applicable city's permit, licenses and fees.

3.13 Do not close or obstruct roadways and sidewalks without proper permits from governing agencies. Coordinate closures through the Construction Manager at least 48 hours in advance.

3.14 Use extreme caution as not to damage existing underground utilities scheduled to remain in place. Contractor shall pothole to determine utility routing. Contractor shall as-built its horizontal and vertical locations in the field and provide as-builts to the Construction Manager on the master as-built plans.

3.15 Provide and coordinate flow tests at existing fire hydrants as required for public utilities and fire department approvals for tie-ins to utilities.

3.16 All trenches / over-excavations to be sloped or shored per Cal OSHA regulations. Obtain and maintain an OSHA permit for excavations greater than five feet.

Bid Package: 03 (continued)

3.17 This Bid Package Contractor shall provide fencing barricades, etc. as needed for the work of this Bid Package to comply with State OSHA guidelines and/or required by the Construction Manager. Cover trenches with steel plate or soil each day.

3.18 Provide and maintain adequate dust control as it pertains to the work of this bid package operation, including washing/sweeping of existing City streets and asphalt access road to the satisfaction of the Construction Manager.

3.19 All vaults, pull boxes, valve boxes, valve cans, yard boxes, clean-outs, and manhole covers in asphalt (bituminous concrete) paved areas shall be initially set flush with the sub-grade elevation, protected, and identified by this contractor. After the asphalt paving contractor installs the asphalt paving and base over the top of these items, this Bid Package Contractor shall carefully and neatly uncover their respective items and extend flush with the finished asphalt grade. The method of adjustment for elevation must maintain the specified traffic load rating. The asphalt paving contractor shall then neatly patch around the subject items so as to blend same with the adjacent asphalt prior to seal coating. Cut and patch of existing surfaces shall be the responsibility of the respective contractor requiring same due to assigned work.

3.20 All underground piping shall be protected in place for the duration of the project. At the completion of the project, this Bid Package Contractor shall hire an independent company to provide scope/camera video of underground storm and sewerage systems. Pipe must be clear of all debris, trash, dirt, and defects. Video must show pipe to be in working condition per the plans and specifications. Upon finding any debris and/or defects, Contractor must make corrections immediately. Copies of the video shall be forwarded to the Construction Manager and Inspector of Record within 48 hours of production.

3.21 Any backing, blocking, or block outs required and shown on the plans shall be performed by the General Construction/Building Bid Package Contractor. Any other backing, blocking or block outs not shown and required for this Bid Package Contractor scope of work shall be installed by this Bid Package Contractor. All incidental damage or demolition as a result of work performed by this Bid Package Contractor shall be repaired by this Bid Package Contractor.

3.22 Multiple move-ins/mobilizations may be required for the performance of this bid package. There is no predetermined number of move-ins/mobilizations required to meet the contract schedule. Work shall be done in accordance with the project schedule and the requirements of the Construction Manager.

3.23 The Building Line shall be considered the exterior face of the building and does not include the building overhang or exterior supports or columns. Contractor shall bring all utilities to within 5 feet of the Building Line unless otherwise noted.

3.24 Provide all submittals, shop drawings, samples, deferred submittals, and schedules required for submittals as specified in section 01105, Phasing of The Work for approval by the architect to assure long lead times do not affect the scheduled Work.

Bid Package: 03 (continued)

3.25 In accordance with Section 01210 – Allowances, include as part of this Bid Package, all work associated with a lump allowance totaling the amount applicable to this Bid Package to be used at the sole discretion of the District.

Division 01, Section 01322 – Construction Project Schedule

3.26 This Bid Package Contractor is responsible for providing a Primavera P6 construction activity schedule per the Requirements of the Specification for the work of this Bid Package. Schedule shall be cost and resource loaded.

3.27 Contractor will submit the resume of the individual or company who will provide all schedules and updates throughout the course of construction for the approval of the Construction Manager. This Designated Scheduler must be a certified in the use of Primavera P6 and be able to demonstrate expertise in scheduling through past project performance.

3.28 The Designated Scheduler will be responsible to develop, submit, and coordinate an initial project construction schedule which will include all construction activities including submittal preparation, submittal review and approval, and material procurement for the work of this Bid Package. This schedule must conform to the milestones established by the Project Phasing and will be coordinated with the schedules of all other Bid Package Contractors. The Scheduler shall attend all coordination meetings to develop and arrive at an Approved Construction Schedule.

3.29 The Designated Scheduler will participate in weekly schedule meetings with the Construction Manager and the Schedulers of other Bid Package Contractors to review construction progress and coordinate upcoming work.

3.30 Failure to provide schedule updates or attend schedule meetings will result is a $100 backcharge to Contractor per instance.

3.31 The Schedule will be used as the basis of approving progress payments. Progress payments will not be processed without an approved schedule update.

3.32 Provide all weekly and monthly schedule updates and any additional requested schedules or recovery schedules due to delays.

3.33 This Bid Package Contractor shall coordinate with other Bid Package Contractors as required.

Division 01, Section 01340 – Construction and Demolition Waste Management

3.34 Contractor shall develop a Construction Waste Management Plan, provide all required reporting, collect, segregate, store, recycle and dispose of all waste and abide by the requirements of the Specifications.

Bid Package: 03 (continued)

Division 01, Section 01500 – Temporary Facilities and Controls

3.35 Provide temporary construction facilities as required of this Bid Package contractor per Specifications. Remove temporary facilities upon project completion or as directed by Construction Manager.

3.36 Provide temporary (metered) construction water service at (5) locations throughout site with a minimal 2" service connection at each location in accordance with Section 01500 – Temporary Facilities and Controls. This Bid Package Contractor shall include all costs associated with maintaining temporary electrical service for the full duration of all project construction. Locations to be determined by the Construction Manager. This service is to be maintained for the duration of the project. Acquiring meters and any deposits required will be this Bid Package Contractor's responsibility.

3.37 Provide temporary water and sewer connections to the Construction Manager's and IOR's trailers.

Division 02 – Site Work, Section 02230 – Site Clearing

3.38 Includes all site clearing and demolition outside the established property boundaries established for the new school site and in the public right-of-way, including but not limited to, removal of concrete and asphaltic concrete paving, concrete curbs and gutters, legal removal and disposal of all debris, junk, trash, vegetation, turf, shrubs, root systems of trees and shrubs, unsuitable soils and existing or abandoned off-site improvements (above or below ground) including but not limited to, abandoned underground utilities as described under this section and/or as noted on the Civil, Architectural, and/or Demolition plans.

3.39 Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits. Do not disrupt public utilities without permit from authority having jurisdiction. Protect existing utilities to remain from damage.

3.40 This Bid Package Contractor shall use those means necessary to protect landscaping and irrigation without impeding other dependent trades. Any damaged caused by this contractor prior to acceptance shall be repaired by this Contractor at no additional expense to the District.

3.41 Includes saw cutting as noted or required (if not shown).

Division 02 – Site Work, Section 02310 – Grading

3.42 Includes, but is not limited to, all off-site grading outside the school site property boundaries and in the public right-of-way including, but not limited to, rough grading associated with the removal of the existing city streets, curbs and gutters, etc., as required and as indicated in the Drawings and/or Specifications.

3.43 Refer to Geotechnical Report No. 04-81-153-03 dated November 20, 2006, by Converse Consultants, Structural and Civil drawings for specific requirements.

Bid Package: 03 (continued)

3.44 Provide all off-site excavation, sub excavation, over excavation, back fill and compaction to plus or minus 1/10 foot from required elevation for top surface of subgrade and plus or minus 1/2 inch from required elevation for top surface of finish grade. Provide compaction per plans, specifications, and applicable standards.

3.45 Furnish and install import materials as required to obtain the proper elevation per plan. Process, backfill and compact soils per the specifications and the Soils Engineer's recommendations.

3.46 All excess spoils generated by operation shall be removed and legally disposed off-site on a daily basis.

3.47 Protect all trees indicated to remain.

Division 02 – Site Work, Section 02315 – Excavation

3.48 Includes, but is not limited to, all off-site excavation work as required and as indicated in the Drawings and/or Specifications.

3.49 Includes excavating off-site improvements including footings, slabs-on-grade, paving, and site structures.

3.50 Includes trenching for both on-site and off-site utilities outside the buildings to utility main connections in the public right-of-way.

Division 02 – Site Work, Section 02316 – Filling and Backfilling

3.51 Provide backfilling, compaction, and finish grading as it applies to the work of this bid package as required and as indicated in the Drawings and/or Specifications. Includes all necessary accessories.

3.52 Includes backfilling and compaction for off-site improvements including footings, slabs-on-grade, paving, and site structures.

3.53 Includes backfilling and compaction for both on-site and off-site utilities outside the buildings to utility main connections.

3.54 Includes filling holes, pits, and excavations generated as a result of removal (demolition / site clearing) operations.

Division 02 – Site Work, Section 02317 – Trenching for Site Utilities

3.55 Includes, but is not limited to, trenching, backfilling and compaction for both on-site and off-site utilities outside the buildings to utility main connections in the public right-of-way as required and as indicated in the Drawings and/or Specifications.

Bid Package: 03 (continued)

3.56 Includes, but is not limited to, trenching for on-site and off-site sanitary sewer, water distribution, fire water distribution system, storm drain, and natural gas distribution from the off-site points of connection in the public right-of-way to the points of connection for the buildings located five (5) feet outside the limits of each building. Also includes off-site electrical distribution up to the Edison transformer located on-site and trenching for the telephone system to Building "A". Trenching for on-site electrical distribution from Edison transformer to the buildings and telephone system between buildings shall be provided by the Bid Package 05- Electrical.

3.57 Does not include trenching for any utilities inside the building limits.

Division 02 – Site Work, Section 02510 – Water Distribution

3.58 Includes, but is not limited to, furnishing and installing on-site and off-site water distribution systems for domestic water service, fire water service, and irrigation water service to the irrigation meter as required and as indicated in the Drawings and/or Specifications. See specific scope for each water system below.

3.59 Domestic Water Service: Provide domestic water service distribution complete from the main point of connection (hot tap) in the public street up to the point of connection to the building located five (5) outside each building's limits. The building limit is defined as the exterior face of the building and does not include the roof overhand and any supporting columns.

3.60 Irrigation Water Service: Provide main water supply line for irrigation system from point of connection in the public right-of-way up to the point of connection at the irrigation water meter. Includes installation of the irrigation water meter. The Bid Package 02 – Site Work (On-Site) Contractor is responsible for providing the irrigation system water distribution from the irrigation water meter to the landscape areas requiring irrigation.

3.61 Includes all off-site water main hot taps in the public streets / right-of way.

3.62 Includes water mains, water meters, valves, valve boxes, fittings, thrust blocks, pipe identification, and accessories.

3.63 Includes water line supply to the can wash enclosure. Provide and install the can wash including all fixtures and fittings.

Division 02 – Site Work, Section 02511 – Fire Protection Water Line

3.64 Provide main fire water service distribution from the point of connection in the public street (hot tap) including the double check detector, all piping, valves, fittings, accessories, fire hydrants and assemblies, meters, backflow preventors, yard boxes, and thrust blocks and as indicated in the Drawings and/or Specifications up to within 5' of each Building at the designate point of connection (POC).

3.65 The Point of Connection at the building limit is defined as the exterior face of the building and does not include the roof overhand or any supporting columns.

Bid Package: 03 (continued)

3.66 This Bid Package Contractor shall provide fire water service, fire hydrants and assemblies located off-site in the public right-of-way and all on-site fire hydrants.

3.67 Provide all bedding materials for pipe placement per plans and specifications.

3.68 Includes all costs associated for additional tests and inspections due to failed tests.

3.69 Furnish and install warning tape and tracer wires as required during backfilling for all underground utility lines.

Division 02 – Site Work, Section 02515 – Disinfection of Water Distribution System

3.70 This Bid Package contractor shall be responsible the Disinfection of Water Distribution System within the building envelope and up to the point of connection at the exterior of each building as required and specified under this section.

3.71 Contractor will coordinate potable water disinfection with other Bid Package Contractors for water lines common to each Contractor's Work.

3.72 Includes all costs associated with re-disinfection due to additional tests and inspections resulting in failure.

Division 02 – Site Work, Section 02535 – Sanitary Sewer Piping

3.73 Includes, but is not limited to, furnishing and installing all on-site and off-site sanitary sewage system drainage piping, fittings, clean-outs, and accessories as required and as indicated in the Drawings and/or Specifications.

3.74 Includes connection to each buildings' sanitary drainage systems (at the point of connection located five (5) feet outside the building envelope) to the municipal sewers located off-site in the public right-of-way. Points of connection at the buildings shall be the clean-outs located approximately five (5) feet outside the buildings, which shall be furnished and installed by this Bid Package Contractor. Building sanitary drainage systems to be provided by the Bid Package 4 contractor. The building limit is defined as the exterior face of the building and does not include the roof overhand and any supporting columns.

3.75 Includes manhole access, cleanout access, and pipe identification.

3.76 Includes installation of grease interceptor and all associated accessories.

Division 02 – Site Work, Section 02551 – Site Gas Distribution

3.77 Includes, but is not limited to, furnishing and installing all on-site and off-site natural gas distribution piping, medium pressure gas piping, fittings, valves, service regulators, and accessories as required and as indicated in the Drawings and/or Specifications.

Bid Package: 03 (continued)

3.78 Includes connection to each buildings' natural gas distribution systems (at the point of connection located five (5) feet outside the building limits) to the main point of connection (hot tap) located off-site in the public right-of-way. Building natural gas systems to be provided by the Bid Package 4 contractor. The building limit is defined as the exterior face of the building and does not include the roof overhand and any supporting columns.

3.79 Includes manhole access and pipe identification.

Division 02 – Site Work, Section 02635 – Storm Drainage Piping

3.80 Includes, but is not limited to, storm drainage piping, fittings, and accessories; connection of storm drainage systems to municipal sewers; catch basins, parkway culverts, pre-cast flared end sections at detention basin, plant area drains, paved area drainage, and site surface drainage as required and as indicated in the Drawings and/or Specifications.

3.81 Includes connection to each buildings' storm drainage piping systems. Points of connection at the buildings shall be the clean-outs located approximately five (5) feet outside the buildings, which shall be furnished and installed by this Bid Package Contractor. Building storm drainage systems to be provided by the Bid Package 4 contractor. The building limit is defined as the exterior face of the building and does not include the roof overhand and any supporting columns.

Division 02 – Site Work, Section 02741 – Bituminous Concrete Paving

3.82 Includes, but is not limited to, all off-site aggregate base course, prime coat and tack coat, single course bituminous concrete paving, double course bituminous concrete paving, surface sealer, and headers and accessories outside the site property boundaries within the public right-of way as required and as indicated in the Drawings and/or Specifications.

3.83 All bituminous concrete paving which does not terminate directly against a concrete curb, gutter, concrete or masonry wall will terminate against a redwood header furnished and installed by this Bid Package Contractor whether shown on the plans or not. No raw edge will be allowed.

3.84 Any new or existing vaults, pull boxes, clean-outs, manhole covers, etc. within bituminous concrete paved areas shall be set to sub grade by the applicable Bid Package Contractor. Once base and paving have been completed, the same applicable contractors shall carefully uncover their respective items and extend in a concrete collar to the finish grade at no additional cost. This Bid Package Contractor shall then patch around extended items so as to blend with the adjacent finish asphalt surface at no additional cost.

3.85 Bituminous concrete paving work shall not start until a pre-paving meeting is held. Schedule the meeting with the Construction Manager a minimum of 48 hours prior to paving operations.

Bid Package: 03 (continued)

3.86 Coordinate with the Bid Package 02 – Site Work (On-Site) Contractor for smooth transitions from off-site to on-site bituminous concrete paving work.

3.87 Seal coat application will not be installed until directed by the Construction Manager.

Division 02 – Site Work, Section 02751 – Portland Cement Concrete Paving

3.88 Includes, but is not limited to, all off-site exterior concrete slabs-on-grade, sidewalks and walkways, concrete ramps and landings, integral curbs, gutters, and utility pads, as required and as indicated in the Drawings and/or Specifications.

3.89 This Bid Package Contractor shall furnish and install Portland Cement concrete paving over aggregate base coarse over sub grade. Also includes providing sub grade and fine grade for these areas.

3.90 Includes all concrete accessories, colors, finishes, forming, admixtures, reinforcement joint sealers, and curing compounds in accordance with the Drawings and Specifications.

3.91 Includes thickened edges as required and/or as noted in the Drawings and Specifications.

3.92 Includes detectable warnings as indicated in the plans and specifications.

3.93 All grates to be installed in foot traffic areas shall be ADA compliant.

3.94 Furnish and install truncated domes where shown or required by code even if not shown on the drawings per Specification Section 10405.

3.95 Coordinate with the Bid Package 02 – Site Work (On-Site) Contractor for smooth transitions from off-site to on-site concrete paving work.

Division 02 – Site Work, Section 02765 – Pavement Markings

3.96 Includes, but is not limited to, furnishing and installing all off-site (outside the site property boundaries and within the public right-of-way), all curb painting/markings, traffic symbols, roadway lane markings, crosswalks, directional arrows, lettering and safety zones, loading zone, accessibility symbols, and fire lanes as required and as indicated in the Drawings and/or Specifications.

3.97 Slurry coat shall be applied to all areas receiving pavement markings. Slurry shall be applied a minimum of 10 days prior to installation of pavement markings.

3.98 Furnish and install truncated domes where shown or required by code even if not shown on the drawings per Specification Section 10405.

Bid Package: 03 (continued)

3.99 Any new pavement markings that are crooked, misplaced, cracking, peeling, discolored, or otherwise deemed defective by the Construction Manager shall be replace at no additional cost to the District.

Division 03 – Concrete, Section 03100 – Concrete Forms and Accessories

3.100 Includes furnishing and installing all formwork for cast-in place concrete work located off-site and assigned to this Bid Package Contractor which includes, but is not limited to, concrete curbs and gutters, sidewalks/walkways, ramps and landings, concrete structures, and other off-site concrete work as required and as indicated in the Drawings and/or Specifications.

3.101 Includes openings for other work, form accessories, and form stripping.

3.102 Provide proper temporary support/shoring (as required and/or needed).

3.103 Includes design and engineering of appropriate shoring as is required.

3.104 Use form release agent as necessary to avoid spalling or scaling of concrete once forms are removed.

Division 03 – Concrete, Section 03200 – Concrete Reinforcement

3.105 Includes furnishing and installing all reinforcing steel for cast-in place concrete work located off-site and assigned to this Bid Package Contractor which includes, but is not limited to, concrete curbs and gutters, sidewalks/walkways, ramps and landings, concrete structures, and other off-site concrete work as required and as indicated in the Drawings and/or Specifications.

3.106 Includes supports and accessories for steel reinforcement.

Division 03 – Concrete, Section 03300 – Cast-in-Place Concrete

3.107 Includes furnishing and installing all cast-in place concrete work located off-site and assigned to this Bid Package Contractor which includes, but is not limited to, concrete curbs and gutters, sidewalks/walkways, ramps and landings, concrete structures, and other off-site concrete work as required and as indicated in the Drawings and/or Specifications.

3.108 Includes both on-site and off-site catch basins, parkway culverts, and pre-cast flared end sections at detention basin.

3.109 Includes pits for valves, trenches, curbs, and miscellaneous concrete items.

3.110 Includes concrete curing and protection, chemical admixtures, concrete colors, concrete finishing, and accessories.

3.111 Includes concrete thrust blocks and manholes for site utilities.

Bid Package: 03 (continued)

Division 05 – Metals, Section 05500 – Metal Fabrications

3.112 Includes furnishing and installing miscellaneous metal fabrications associated with the off-site improvements work as required and as indicated in the Drawings and/or Specifications. Includes, but is not limited to, pipe bollards at fire hydrants.

3.113 Provide and install items located off-site fabricated from iron, steel and aluminum shapes, plates, bars, strips, tubes, pipes, grills, grates and castings which are not a part of structural steel or other metal systems specified elsewhere or contained within the building limits.

3.114 Provide and install inserts and anchorage devices which must be set in concrete or built into concrete or masonry for installation of miscellaneous metal work.

3.115 Includes field welding as may be required for proper installations.

3.116 Includes painting as may be required per Specification Section 09900.

Division 07 – Thermal and Moisture Protection, Section 07900 – Joint Sealers

3.117 Includes exterior sealants and joint backing for the exterior site work outside the building limits and related to the work of this bid package, as required and as indicated in the Drawings and/or Specifications.

3.118 Includes exterior expansion joint sealers.

3.119 Includes surface preparation, backer rod, and accessories.

Division 10 – Specialties, Section 10405 – Detectable Warning Systems

3.120 Includes ADA-compliant exterior detectable warning systems as required and as indicated in the Drawings and/or Specifications.

3.121 Includes truncated domes located at accessible ramps/curb cuts and wheelchair ramps.

Division 10 – Specialties, Section 10426 – Signage and Graphics

3.122 Includes but is not limited to, all exterior off-site informational signs, off-site directional signs, off-site tow away signs, and off-site traffic and parking signs located within the public right-of-way as required and as indicated in the Drawings and/or Specifications.

3.123 Includes but is not limited to, all ADA-compliant signage located off-site within the public right-of-way.

Bid Package: 03 (continued)

Division 15 – Mechanical, Section 15050 – Basic Mechanical Materials and Methods

3.124 Furnish and install all required basic mechanical materials and methods applicable to the work of this bid package, as required and as indicated in the Drawings and/or Specifications.

Division 15 – Mechanical, Section 15075 - Mechanical Identification

3.125 Furnish and install all required mechanical identification for the on-site and off-site utilities as required and as indicated in the Drawings and/or Specifications.

3.126 Includes equipment nameplates, equipment markers, equipment signs, valve box markers, valve tags, valve schedules, and warning tags.

Division 15 – Mechanical, Section 15110 – Valves

3.127 Furnish and install all general duty valves for the on-site and off-site utilities as required and as indicated in the Drawings and/or Specifications.

Division 15 – Mechanical, Section 15122 – Meters and Gages

3.128 Furnish and install all meters and gages for the on-site and off-site utilities as required and as indicated in the Drawings and/or Specifications.

Division 15 – Mechanical, Section 15430 – Plumbing Specialties

3.129 Furnish and install all plumbing specialties for the on-site and off-site utilities as required and as indicated in the Drawings and/or Specifications.

3.130 Includes, but is not limited to, double check detector assemblies, backflow preventers, water regulators, water filters and strainers, key operation hydrants, miscellaneous piping specialties, and cleanouts.

3.131 Includes exterior on-site plumbing for can wash.

Division 16 – Electrical, Section 16010 – Electrical General Provisions

3.132 Furnish and install all general provisions and requirements applicable to the work of this bid package, as required and as indicated in the Drawings and/or Specifications.

3.133 Includes, but is not limited to, coordination with Southern California Edison (SCE) for electrical service facilities and requirements. Conform to all requirements of SCE for installation of off-site electrical conduit from off-site main power tie-in to on-site electrical equipment enclosure and transformer pad.

Bid Package: 03 (continued)

Division 16 – Electrical, Section 16050 – Basic Electrical Materials and Methods

3.134 Furnish and install all basic electrical materials and methods applicable to the work of this bid package, as required and as indicated in the Drawings and/or Specifications.

3.135 Includes, but is not limited to, installation of off-site electrical conduit from off-site main power tie-in to on-site electrical equipment enclosure and transformer pad.

Division 16 – Electrical, Section 16111 – Conduit and Wire

3.136 Furnish and install all underground electrical conduit applicable to the work of this bid package, as required and as indicated in the Drawings and/or Specifications.

3.137 Includes, but is not limited to, installation of (1) 4-inch underground electrical conduit per SCE standards from existing off-site electrical vault located in 16th Street to on-site electrical equipment enclosure and transformer pad.

3.138 SCE to pull in main electrical feeders from vault to new electrical transformer provided and installed by SCE.

3.139 All other main electrical service from transformer, including main service entrance switchboard, meter main, distribution sections, emergency generator, emergency distribution panelboard, and electrical service distribution to campus buildings to be provided by Bid Package 01 – General Construction/Building Contractor.

Division 16 – Electrical, Section 16745 – Telephone System

3.140 Furnish and install all off-site and on-site conduit and pull boxes from point of connection in the public right-of-way up to the minimum point of entry located in Building "A" for the Telephone System as required and as indicated in the Drawings and/or Specifications.

3.141 Telephone System distribution from Building "A" to the other buildings on-site shall be performed by the Bid Package 05 Contractor.

3.142 This Bid Package Contractor shall coordinate with the Bid Package 05 Contractor for locating the Telephone Co. conduit stub-up location through the floor slab at the minimum point of entry located in Room #19 (Head End/Data/MDF) of Building "A".

3.143 The Telephone Co. (Verizon) shall pull their cables through the conduit and pull boxes provided by this Bid Package Contractor from the point of connection in the public right-of-way into the minimum point of entry located in Building "A", Room #19.

ALSO INCLUDES:

3.144 SWPPP BMP's associated with the work of this Bid Package.

3.145 Associated work as is shown on the Contract Drawings and as contained in all Division 0 and 1 Specification Sections.

Bid Package: 03 (continued)

3.146 This Bid Package Contractor will cooperate and coordinate with all other Bid Package Contractors.

3.147 Contractor agrees to work with other Bid Package Contractors and the Construction Manager in good faith in the execution and administration of the Project and abide the guidelines, procedures, and processes set forth by the Specifications as well as the Project Management Plan established by the Construction Manager.

3.148 Includes obtaining and paying for all Government Agencies/Utility Company permits, licenses and fees required for the performance of work in the public right-of-way as it applies to this project and the work of this bid package. **Applicable** fees shall be reimbursed to the Contractor in accordance with General Conditions.

3.149 Lost and/or damaged survey stakes by this Bid Package Contractor and the associated cost for replacement of same shall be the responsibility of said contractor.

3.150 Completely furnish, properly install and maintain all barricades, traffic control, warning lights, flagmen, hauling and/or disposal permits & fees as may be required by the City of San Bernardino, County of San Bernardino, and the Construction Manager as it pertains to the work of this bid package.

3.151 Includes all costs associated with additional tests and inspections due to failed tests.

3.152 Move-ins shall be in accordance with the project schedule and the requirements of the Construction Manager.

3.153 This Bid Package Contractor will cooperate and coordinate with all other Bid Package Contractors.

3.154 Provide all required layout as is required for the Work of this bid package.

3.155 Daily clean-up of all debris related to the Work of this bid package is required. Provide trash bins for disposal of construction debris generated by this Bid Package Contractor. This Bid Package Contractor shall not use the trash bin provided by the Construction Manager for any of the demolition work of this bid package. The Work area(s) shall be left broom clean at the end of each work day.

EXCLUSIONS:

3.156 Concrete curbs, gutters, sidewalks, ramps and landings, AC paving, etc., located on-site (within the site property boundaries, not within the public right-of-way). (To be performed by Bid Package 02 – Site Work (On-Site) Contractor.)

3.157 Landscape Irrigation Water Service distribution on-site from the irrigation water meter. Includes installation of the irrigation water meter to the landscape areas requiring irrigation. (To be performed by Bid Package 02 – Site Work (On-Site) Contractor.)

Bid Package: 03 (continued)

3.158 Electrical Service distribution on-site from the SCE transformer to the main service entrance switchboard, meter main, distribution sections, emergency generator, emergency distribution panelboard, and electrical service distribution to campus buildings. (To be performed by Bid Package 05 – Electrical Contractor.)

3.159 Telecommunications/Data/Paging Systems distribution on-site from the minimum point of entry located in Building "A" to the buildings. (To be performed by Bid Package 05 – Electrical Contractor.)

3.160 Removal of trees located within the site boundaries (not in the public right-of-way). (To be performed by Bid Package 02 – Site Work (On-Site) Contractor.)

3.161 Trash bins for debris, dirt, asphalt and concrete generated by other Bid Package Contractors.

3.162 Field office trailer for Construction Manager, IOR and other Owner's Representatives.

3.163 Temporary sanitary facilities.

3.164 Excavation, backfilling, and compaction of trenches related to work of other Bid Package Contractors.

3.165 Patching and repair of asphalt, concrete and building surfaces related to the Work of other Bid Package Contractors.

3.166 Pre-fabricated or site-built concrete pads for other bid packages.

BID ALTERNATES:

None

All of the work in this section **MUST** be included in the **OFF-SITE IMPROVEMENTS AND ON/OFF-SITE UTILITIES BID PACKAGE NUMBER 03** unless specifically excluded herein. **CONTRACTOR MUST EXAMINE ALL OTHER SPECIFICATION SECTIONS AND DRAWINGS** for related work that may be specified or shown on drawings and required to be included as work under this section.

This summary supplements and complements the Plans and the balance of the project Specifications, hereafter referred to as Contract Documents and in no way supercedes any information contained in the Contract Documents unless specifically stated.

It is the responsibility of each bidder to fully familiarize himself with the entire Summary of Work for all Bid Packages, as the individual Specifications Sections interface throughout the project and thus impact all Bid Package Contractors.

END OF THIS BID PACKAGE SECTION

Bid Package Description:

BID PACKAGE: 04 **Mechanical & Plumbing**

"B" and/or "C20" and/or "C36" Classification California Contractor's License and Cal OSHA Certificate are required for this Bid Package.

SCOPE OF WORK SUMMARY:

The Scope of Work (Work) includes, but is not necessarily limited to, furnishing all labor, materials, accessories, appliances, tools, equipment, facilities, transportation, applicable taxes and services necessary for, and incidental to, performing all operations in connection with the specification sections listed below, complete as indicated on the drawings and specifications or incidental to the requirements of Mechanical & Plumbing Bid Package Contractor and/or specified herein, unless specifically excluded.

The Following Specifications are primary to this Bid Package:
(All of the Work of these Specification Divisions and Sections must be included in this Bid Package.)

Division 01 – General Requirements
01312 Construction Indoor Air Quality
01340 Construction and Demolition Waste Management

Division 02 – Site Work
02315 Excavation
02316 Filling and Backfilling
02317 Trenching for Site Utilities
02510 Water Distribution
02511 Fire Protection Water Line
02515 Disinfection of Water Distribution System
02535 Sanitary Sewer Piping
02551 Site Gas Distribution

Division 07 – Thermal and Moisture Protection
07620 Sheet Metal Flashing and Trim
07840 Firestopping
07900 Joint Sealers

Division 08 – Doors and Windows
08310 Access Doors and Panels

Division 11 - Equipment
11425 Hood and Ventilation Equipment
11450 Appliance Equipment

Bid Package: 04 (continued)

Division 13 – Special Construction
13915 Fire-Suppression Piping

Division 15 – Mechanical
15050 Basic Mechanical Materials and Methods
15060 Hangers and Supports
15075 Mechanical Identification
15080 Mechanical Insulation
15085 Plumbing Insulation
15110 Valves
15122 Meters and Gauges
15140 Domestic Water Piping
15150 Sanitary Waste and Vent Piping
15160 Storm Drainage Piping
15194 Fuel Gas Piping
15410 Plumbing Fixtures
15430 Plumbing Specialties
15732 Rooftop Air Conditioners
15815 Metal Ducts
15820 Duct Accessories
15834 Air Curtains
15838 Power Ventilators
15855 Diffusers, Registers and Grilles
15900 Building Management System
15950 Testing, Adjusting and Balancing

The Following Specifications Sections include related work to be performed by this Bid Package Contractor as it applies to this Bid Package:

Division 00 – All Sections
Division 01 – All Sections
Division 01 – Section 01322 – Construction Project Schedule
Division 01 – Section 01710 – Cleaning
Division 02 – Section 02510 – Water Distribution
Division 11 – Section 11425 – Hood and Ventilation Equipment

INCLUSIONS:

General Notes

4.1 This Bid Package Contractor shall be responsible for the complete construction of all building water, fire water, sewer, gas, vent, and storm drain/roof drain/overflow piping systems to the utility main Points of Connection (POCs) on site, as established by the Off-Site Bid Package Contractor and as further clarified in this bid package description

Bid Package: 04 (continued)

4.2 This Bid Package Contractor is responsible for the complete construction of all HVAC systems for a complete and operational system including all controls.

4.3 This Bid Package Contractor is responsible for assessment of security needs within and around Site Boundaries and to maintain sufficient security and safety measures to effectively prevent vandalism, vagrancy, theft, arson, and all other such negative impacts to the Work. Any impacts to the progress of the Work due to loss from inadequate security and safety measure, will be the responsibility of the Contractor.

4.4 This Bid Package Contractor, by submitting a bid, is acknowledging that he / she has made a thorough inspection of this project site and that Contractor has made a detailed comparison between the existing conditions on the site and those indicated within the Contract Documents.

4.5 Provide all submittals, shop drawings, samples, deferred submittals, and schedules required for submittals as specified in section 01105, Phasing of The Work for approval by the architect to assure long lead times do not affect the scheduled Work.

4.6 Provide all Coordination Drawings required per Specifications.

4.7 This Bid Package Contractor will have a foreman/superintendent attend and participate in weekly coordination meetings as scheduled by the Construction Manager. In these meetings, foreman/superintendent will be prepared to discuss coordination and scheduling of their bid package Work as it relates to other bid package contractor's Work. Failure of Contractor's representative to attend scheduled weekly Progress Meetings will result is a $100 backcharge to Contractor for each missed meeting. A three week look-ahead schedule will be required from each bid package contractor prior to the start of this meeting as required per Section 01310.

4.8 This Bid Package Contractors is responsible for maintaining areas free of waste materials, debris, and rubbish and maintaining the work site in a clean and orderly condition. Debris shall be cleared and disposed of each day so that no debris accumulates. If Contractors fail to maintain a clean work area as determined by the Construction Manager, Construction Manager will assemble a composite crew from each responsible Bid Package Contractor to perform cleaning or at his discretion, hire additional labor to perform cleaning and backcharge the Bid Package Contractors accordingly.

4.9 Notify affected utility companies before starting Work and comply with their requirements.

4.10 This Bid Package Contractor is responsible for all layouts, field engineering, and staking as may be required to complete the Work of this bid package.

4.11 Multiple move-in may be required for the performance of this bid package. There is no predetermined number of move-ins required to meet contract schedule. Work shall be done in accordance with the project schedule and the requirements of the Construction Manager.

Bid Package: 04 (continued)

4.12 Includes all Work under the primary specification sections and all applicable Work under the specification sections which include related Work required from this Bid Package Contractor as listed above.

4.13 This Bid Package Contractor will provide Daily Work Reports on a daily basis delivered to Construction Manager's field office no later than 2:00pm for that day worked. Include all information of Work and workmen by vendors, equipment owner/operators, visitors and sub-contractors. Sub-Contractors Daily Work Report shall be attached to Bid Package Contractor's daily work report.

4.14 Includes compliance with all soils' requirements specified by the project Geotechnical Investigation Report in coordination with the Structural and Civil drawings' requirements as they apply to the scope of work of this Bid Package.

4.15 Provide all scaffolding and equipment necessary to efficiently and safely install all of the Work of this bid package. All scaffolding placed on a finish slab may not be done without proper plywood and sand base for protection. All scaffolding work shall be OSHA compliant.

4.16 All debris generated by this Bid Package Contractor shall be legally removed and disposed of offsite, and work areas shall be clear of construction debris and left broom clean at the end of each work day.

4.17 Provide continuous as needed dust control for the trenching, excavation and backfill requirements of this bid package.

4.18 In accordance with Section 01210 – Allowances, include as part of this Bid Package, all work associated with a lump allowance totaling the amount applicable to this Bid Package to be used at the sole discretion of the District.

4.19 Work will be performed uninterrupted throughout the project duration, sometimes if necessary, at night. This Bid Package Contractor will be available to perform Work for the duration of the project and will respond, and be on site, to perform the Work, within 24 hours if requested by the Construction Manager.

4.20 This Bid Package Contractor shall review and become familiar with all project drawings and specifications and will notify the Construction Manager immediately of any conflicts, duplicative assignments or ambiguities.

4.21 This Bid Package Contractor shall protect all work from weather related damage in this bid package. Contractor will replace all weather damaged work at their own cost for material, time and labor.

4.22 All surveying and staking specific to the execution of this Bid Package Contractor's Work shall be provided by same. Building corners will be provided by Bid Package #2.

Bid Package: 04 (continued)

4.23 Contractor shall coordinate all required backing, blocking, or block outs required shown or not shown on the plans with Bid Package 1 Contractor. Includes backing/blocking for all surface mounted devices/equipment, hangers, supports, fixtures, equipment, etc.. Any rework or modifications to framing or subsequent finish work due to failure to request said blocking will be paid to Bid Package 1 Contractor through a Change Order and backcharged to this Contractor.

4.24 Provide temporary construction water and power, as required.

4.25 Contractor shall coordinate with the On-Site Bid Package Contractor, Off-Site Bid Package Contractor and all Utility Agencies as necessary to permit, schedule and perform Work within this Bid Package.

4.26 The Building Line shall be considered the exterior face of the building and does not include the building overhang or exterior supports or columns. Contractor shall be responsible for making connections to utilities provided by others within 5 feet of the Building Line unless otherwise noted.

4.27 Completely furnish, properly install and maintain all barricades, traffic control, warning lights, flagmen, hauling and/or disposal permits & fees as may be required by the City of San Bernardino, County of San Bernardino, and the Construction Manager as it pertains to the work of this Bid Package.

Division 01, Section 01312 – Construction Indoor Air Quality

4.28 Contractor shall conform to the requirements of Construction Indoor Air Quality including sequencing of material installation, construction ventilation, preconditioning, protection, and cleaning. Contractor shall conform to the requirements of Construction Indoor Air Quality including sequencing of material installation, construction ventilation, preconditioning, protection, and cleaning.

4.29 Contractor shall provide duct and dust protection per Specifications.

4.30 Contractor shall provide ductwork free of oil film and clean ducts to comply with the requirements of the Specifications.

4.31 Contractor shall operate HVAC as required to provide Building Flush-Out per Specifications.

Division 01, Section 01322 – Construction Project Schedule

4.32 This Bid Package Contractor is responsible for providing a Primavera P6 construction activity schedule per the Requirements of the Specification for the work of this Bid Package. Schedule shall be cost and resource loaded.

Bid Package: 04 (continued)

4.33 Contractor will submit the resume of the individual or company who will provide all schedules and updates throughout the course of construction for the approval of the Construction Manager. This Designated Scheduler must be a certified in the use of Primavera P6 and be able to demonstrate expertise in scheduling through past project performance.

4.34 The Designated Scheduler will be responsible to develop, submit, and coordinate an initial project construction schedule which will include all construction activities including submittal preparation, submittal review and approval, and material procurement for the work of this Bid Package. This schedule must conform to the milestones established by the Project Phasing and will be coordinated with the schedules of all other Bid Package Contractors. The Scheduler shall attend all coordination meetings to develop and arrive at an Approved Construction Schedule.

4.35 The Designated Scheduler will participate in weekly schedule meetings with the Construction Manager and the Schedulers of other Bid Package Contractors to review construction progress and coordinate upcoming work.

4.36 Failure to provide schedule updates or attend schedule meetings will result is a $100 backcharge to Contractor per instance.

4.37 The Schedule will be used as the basis of approving progress payments. Progress payments will not be processed without an approved schedule update.

4.38 Provide all weekly and monthly schedule updates and any additional requested schedules or recovery schedules due to delays.

4.39 This Bid Package Contractor shall coordinate with other Bid Package Contractors as required.

Division 01, Section 01340 – Construction and Demolition Waste Management

4.40 Contractor shall develop a Construction Waste Management Plan, provide all required reporting, collect, segregate, store, recycle and dispose of all waste and abide by the requirements of the Specifications.

Division 02, Section 02315 – Excavation

4.41 Provide excavation to a Point of Connection (POC) for all building utilities, at a minimum of 5 feet beyond building exterior walls, unless otherwise specified. Coordinate all excavation work with other Bid Package Contractors.

4.42 This Bid Package Contractor shall provide excavation for water, fire water, sewer, gas, vent, storm drain, and all piping systems of this Bid Package at the Point of Connection at each Building. Coordinate all excavation work with other Bid Package Contractors.

Bid Package: 04 (continued)

4.43 Lost and/or damaged stakes by this Bid Package Contractor and the associated cost for replacement of same shall be the responsibility of said contractor.

4.44 All excess spoils generated by trenching/excavating shall be removed and legally disposed off-site on a daily basis.

4.45 Includes dewatering trenches as to continue work and as not to delay the project.

4.46 All trenches and excavations shall have shoring or sloping per OSHA regulations. Includes all engineering for shoring as required.

4.47 Provide all required bedding materials for pipe installations.

4.48 This Bid Package Contractor shall be responsible for the import and/or export of all soils necessary to perform the work for this bid package. All excess spoils generated by trenching/excavating shall be removed and legally disposed off-site on a daily basis.

Division 02, Section 02316 - Filling and Backfilling

4.49 This Bid Package Contractor shall provide for all filling, backfilling and required compaction of trenching for all utility work provided by the Bid Package Contractor to the Point of Connection (POC).

4.50 Lost and/or damaged stakes by this Bid Package Contractor and the associated cost for replacement of same shall be the responsibility of said contractor.

4.51 This Bid Package Contractor shall be responsible for the import and/or export of all soils necessary to perform the work for this bid package. All excess spoils generated by trenching/excavating shall be removed and legally disposed off-site on a daily basis.

4.52 Includes dewatering trenches to continue work and as not to delay the project.

4.53 Trenches/excavations shall be kept clean and free from debris and protected from weather. Any additional excavation or mud removal caused by weather shall be the responsibility of this bid package contractor at no additional expense to owner.

4.54 All trenches and excavations shall have shoring or sloping per OSHA regulations.

4.55 This Bid Package Contractor shall be responsible for all costs of additional tests and inspections due to failed tests. Includes all costs associated with additional soils compaction resulting from testing and inspection failure.

4.56 Furnish and install warning tape and tracer wires as required during backfilling for all underground utility and conduit lines.

4.57 Provide any required slurry backfill for the Work of this bid package.

Bid Package: 04 (continued)

Division 02, Section 02317 - Trenching for Site Utilities

4.58 This Bid Package Contractor shall be responsible for all trenching for the Mechanical and Plumbing work of this Bid Package.

4.59 Lost and/or damaged stakes by this Bid Package Contractor and the associated cost for replacement of same shall be the responsibility of said contractor.

4.60 Provide excavation, trenching, backfill, compaction, and finish grading as applies to the work of this Bid Package and as is indicated in the Drawings and/or Specifications.

4.61 This Bid Package Contractor shall be responsible for the import and/or export of all soils necessary to perform the work for this bid package.

4.62 Provide all bedding materials for pipe placement per plans and specifications.

4.63 All excess spoils generated by trenching/excavating shall be removed and legally disposed off-site on a daily basis.

4.64 Includes dewatering trenches as to continue work and as not to delay the project.

4.65 Trenches/excavations shall be kept clean and free from debris and protected from weather. Any additional excavation or mud removal caused by weather shall be the responsibility of this bid package contractor at no additional expense to owner.

4.66 All trenches and excavations shall have shoring or sloping per OSHA regulations.

4.67 This Bid Package Contractor shall be responsible for all costs of additional tests and inspections due to failed tests. Includes all costs associated with additional soils compaction resulting from testing and inspection failure.

4.68 Furnish and install warning tape and tracer wires as required during backfilling for all underground utility lines.

4.69 Provide any required slurry backfill for the Work of this bid package.

Division 02, Section 02510 – Water Distribution

4.70 This Bid Package Contractor shall be responsible for Water Distribution Piping within the building envelope and up to the point of connection at the exterior of each building, as required and specified under this section.

4.71 Contractor shall coordinate all pipe penetrations and stub-ups through walls, footings, and slabs with Bid Package 1 Contractor.

Bid Package: 04 (continued)

Division 02, Section 02511 – Fire Protection Water Line

4.72 Connect the building Automatic Fire Sprinkler System to the site fire protection water line installed by Bid Package 3 Contractor within 5' of each building exterior at the Point of Connection.

4.73 The Point of Connection at the building limit is defined as the exterior face of the building and does not include the roof overhand or any supporting columns.

Division 02, Section 02515 - Disinfection of Water Distribution System

4.74 This Bid Package contractor shall be responsible the Disinfection of Water Distribution System within the building envelope and up to the point of connection at the exterior of each building as required and specified under this section.

4.75 Contractor will coordinate potable water disinfection with other Bid Package Contractors for water lines common to each Contractor's Work.

4.76 Submit all test reports and certifications.

4.77 Includes all costs associated with re-disinfection due to tests and inspections resulting in failure.

Division 02, Section 02535 – Sanitary Sewer Piping

4.78 This Bid Package Contractor shall be responsible for Sanitary Sewer Piping within the building envelope and up to the point of connection at the exterior of each building, as required and specified under this section.

4.79 Coordinate locations of all cleanouts so that they are accessible in an inconspicuous location acceptable to the Construction Manager.

4.80 Contractor shall coordinate all pipe penetrations and stub-ups through walls, footings, and slabs with Bid Package 1 Contractor.

4.81 Coordinate elevation of cleanout lid with Bid Package 1 contractor and verify cleanouts and piping are not disturbed during the placement of concrete.

Division 02, Section 02551 – Site Gas Distribution

4.82 This Bid Package Contractor shall be responsible for Gas Piping within the building envelope and up to the point of connection at the exterior of each building, as required and specified under this section.

4.83 Contractor shall coordinate all pipe penetrations and stub-ups through walls, footings, and slabs with Bid Package 1 Contractor.

Bid Package: 04 (continued)

Division 07, Section 07620 - Sheet Metal Flashing and Trim

4.84 This Bid Package Contractor shall provide all pipe jacks, flashings, base flashings, counterflashings, and accessories for the work of this package that penetrates the roof or equipment installed on the roof or on roof curbs.

4.85 Equipment roof curbs and flashing for the work of this Bid Package shall be furnished and installed by the this Bid Package Contractor as required and as indicated in the Drawings and/or Specifications.

4.86 Equipment support stand penetrations flashings for the work of this Bid Package shall be furnished and installed by this Bid Package Contractor as required and as indicated in the Drawings and/or Specifications.

4.87 Includes counter-flashing and approved caulking/adhesive at pipe and conduit penetrations and roof mounted curbs.

Division 07, Section 07840 – Firestopping

4.88 Furnish and install all firestopping systems, products, materials and accessories, fire-stopping sealants, insulation, and penetration seal systems, as required and as indicated in the Drawings and/or Specifications where required due to the work of this Bid Package.

Division 07, Section 07900 - Joint Sealers

4.89 This Bid Package Contractor is responsible to furnish and install joint sealers as required by the Drawings and/or Specifications for the work of this Bid Package.

4.90 Includes surface preparation, backer rod, and accessories.

Division 08, Section 08310 - Access Doors and Panels

4.91 Access doors required but not shown on the drawings will be provided and installed by the Bid Package Contractor requiring access.

4.92 This Bid Package Contractor shall furnish and install any Access Doors and Panels as required per the Specifications for the Mechanical and Plumbing work.

4.93 Access Doors are required at all hard ceilings that contain any valve, duct detector, damper, sensor, etc. to comply with the Specifications.

4.94 Provide rated access doors and panels at all rated partitons.

Bid Package: 04 (continued)

4.95 Coordinate any required blocking and framing for access doors with the Bid Package 1 Contractor. Any rework or modifications to framing or subsequent finish work due to failure to request said blocking/framing will be paid to Bid Package 1 Contractor through a Change Order and backcharged to this Contractor.

Division 11, Section 11425 - Hood and Ventilation Equipment

4.96 This Bid Package Contractor shall coordinate with Bid Package 1 contractor for installation of hood, ventilation, condensate, and exhaust ductwork for all food service equipment. Food/Kitchen Equipment and Hoods shall be by Bid Package 1 Contractor.

4.97 Provide all required dampers and air balancing of all kitchen ventilation equipment per Specifications.

4.98 Construction of all food service ductwork shall comply with the requirements of Section 11425.

4.99 Joints in all ductwork connecting to kitchen equipment shall be liquid tight/grease tight per Section 11425 requirements.

4.100 Contractor shall provide all stainless steel angle flange trim per Section 11425 and make final connections to exhaust hoods provided by Bid Package 1 contractor.

4.101 Connect factory control panel provided with hood by Bid Package 1 Contractor to exhaust fan. Provide control conduit and wire to unit.

Division 11, Section 11450 - Appliance Equipment

4.102 This Bid Package Contractor shall furnish and install Garbage Disposer Appliance Equipment as required and as indicated in the Drawings and/or Specifications.

4.103 Refrigerator will be provided by Bid Package 1 contractor.

Division 13, Section 13915 – Fire-Suppression Piping

4.104 This Bid Package Contractor shall furnish and install a Fire-Suppression System in all buildings as required and as indicated in the Drawings and/or Specifications.

4.105 Submit ten (10) copies of automatic fire sprinklers submittal with shop drawings (Deferred Approval) indicating the entire automatic fire sprinkler system, with backing and piping information including points of entry into the building, sprinkler pipe routing (with 3- dimensional control), piping size and loads, hangers and supports, all head locations coordinated with lighting and diffusers, and any structural requirements (i.e. block outs and supports), with data on all material, equipment, and devices within twenty-one (21) days of award of the contract. Submittals returned as inadequate or incomplete shall be accomplished within this time limit.

Bid Package: 04 (continued)

4.106 Furnish all labor, materials, tools and equipment necessary for a complete automatic fire sprinklers system from the Point of Connection to the site fire-water piping system within 5 feet of each building. Connection to the off-site city water supply and site piping system will be by Bid Package 03 Contractor. The Point of Connection at the building limit is defined as the exterior face of the building and does not include the roof overhand or any supporting columns.

4.107 It is the responsibility of this Bid Package Contractor to determine in advance of submitting a bid for the work in this bid package areas requiring other than a wet automatic fire sprinkler system for the type of occupancy, storage of materials or climate conditions. Special requirements shall be incorporated into the design of the automatic fire sprinkler to conform to the requirements of NFPA 13, the California Building Code and the State Fire Marshal.

4.108 Provide all braces, brackets, seismic and otherwise, and support systems complete as required for the work of this bid package.

4.109 All sprinkler heads shall be installed center of acoustical tiles. Contractor shall include additional trips as required to adjust and locate heads at center of ceiling tile as required.

4.110 Provide all fire sprinkler heads and protective covers for all exterior sprinkler heads.

4.111 Contractor shall refer to the structural and architectural drawings for building separations, and provide approved seismic flex joints as required.

4.112 Furnish and install all firestopping systems, products, materials and accessories, fire-stopping sealants, insulation, and penetration seal systems, as required and as indicated in the Drawings and/or Specifications where required due to the work of this Bid Package.

4.113 Contractor shall supply and install all mechanical alarm devices for the fire-suppression piping system including all water-motor operated alarms and water-flow indicator alarms. Contractor shall verify and provide devices compatible with fire alarm system provided by Bid Package 5 contractor.

4.114 Contractor shall coordinate all pipe penetrations and stub-ups through walls, footings, and slabs with Bid Package 1 Contractor.

4.115 Contractor shall coordinate all required backing, blocking, or block outs required shown or not shown on the plans with Bid Package 1 Contractor. Includes backing/blocking for all surface mounted devices/equipment, hangers, supports, electrical devices, equipment, etc.. Any rework or modifications to framing or subsequent finish work due to failure to request said blocking will be paid to Bid Package 1 Contractor through a Change Order and backcharged to this Contractor.

Bid Package: 04 (continued)

4.116 Provide fire extinguishing system at Food Service and Kitchen equipment per Section 11425 with connection point for fire alarm system by Bid Package 5. Connect system to fire-extinguishing controls provided by Bid Package 1 Contractor.

4.117 Metal pipe bollards at fire department connection will be installed by Bid Package 2 contractor.

Division 15, Section 15050 - Basic Mechanical Materials and Methods

4.118 This Bid package Contractor shall perform as many water/chlorine solution flushes of the entire plumbing system as required by the IOR and Specifications. Also, a written report of the flush results and all disinfecting activities shall be provided to the Construction Manager.

4.119 Contractor shall coordinate all pipe penetrations and stub-ups through walls, footings, and slabs with Bid Package 1 Contractor.

4.120 Sleeve all pipe penetrations as required per Specifications.

4.121 Provide all labor, material and equipment necessary to install all heating, ventilation and air conditioning required for a complete operating system as required within these specification sections and plans, including but not limited to, mechanical equipment, piping, exhaust fans, controls, low voltage control wiring, energy management control systems, dampers, air handlers, plenums, ductwork, vibration isolation, seismic controls, duct silencers, fans, diffusers, grills, filters, louvers, thermostats, fittings, flex connections, and wall louvers.

4.122 Provide all labor, material and equipment necessary to install a complete operational plumbing system as required per the Contract Documents, including but not limited to, natural gas piping systems, condensate drain piping, sanitary sewer system, bubble basins, dry wells, storm water drain system, drinking fountains, fixtures, sleeves, vents, valves, roof drain and over flow drain systems, fittings, cleanouts, sealants, covers, clamps, access panels and access doors, tie-ins to existing systems, fasteners, supports and accessories related to the installation/hook-up of the new HVAC equipment.

4.123 Provide all required conduit and boxes for thermostat/control, regardless of whether identified or not in Electrical Drawings and/or Specifications, sufficient to complete the Work for a fully operational system.

4.124 Includes furnishing and installing all braces, brackets, and support systems complete as required for work in this Bid Package including structural & miscellaneous steel items as detailed on the plumbing drawings or as required to support plumbing systems per code.

4.125 This Bid Package Contractor shall furnish and install code approved flexible coupling at all expansion joint crossings if shown on the plan or not for all work required of this bid package.

Bid Package: 04 (continued)

4.126 Contractor shall coordinate all required backing, blocking, or block outs required shown or not shown on the plans with Bid Package 1 Contractor. Includes backing/blocking for all surface mounted devices/equipment, hangers, supports, electrical devices, equipment, etc.. Any rework or modifications to framing or subsequent finish work due to failure to request said blocking will be paid to Bid Package 1 Contractor through a Change Order and backcharged to this Contractor.

4.127 Coordinate all rough-ins with Bid Package 1 contractor to avoid conflicts with grab-bar backing.

4.128 Properly clamp and/or seal all plumbing related roof jacks

4.129 Furnish and install inertia bases.

4.130 Includes all costs associated with additional tests and inspections due to failed tests.

4.131 Coordinate with concrete contractor/sub-contractor for items installed/embedded in concrete and provide protection, verifying all alignment and elevations of same.

4.132 Furnish and install all circulating pumps and expansion tanks as required.

4.133 Provide protection plates as required for all piping installed in walls.

Division 15, Section 15060 - Hangers and Supports

4.134 This Bid Package Contractor shall furnish and install all Hangers and Supports as required and as indicated in the Drawings and/or Specifications.

4.135 Provide all required submittals for support systems including engineering calculations.

Division 15, Section 15075 - Mechanical Identification

4.136 This Bid Package Contractor shall furnish and install all Mechanical Identification as required and as indicated in the Drawings and/or Specifications.

4.137 Provide all required submittals including valve schedules and proposed valve numbering scheme.

4.138 Provide identification at all mechanical access panels, equipment, piping, valves, ducts, and warning tags per Specifications.

Division 15, Section 15080 - Mechanical Insulation

4.139 This Bid Package Contractor shall furnish and install all Mechanical Insulation as required and as indicated in the Drawings and/or Specifications.

Bid Package: 04 (continued)

4.140 This Bid Package Contractor will provide rigid insulation around the exterior of all mechanical curbs. All duct liners or acoustic lining shown are considered to be within the scope of work. This includes backing required for roofing materials attachment.

Division 15, Section 15085 - Plumbing Insulation

4.141 This Bid Package Contractor shall furnish and install all Plumbing Insulation as required and as indicated in the Drawings and/or Specifications.

4.142 Provide hot water storage tank insulation per Specifications.

Division 15, Section 15110 – Valves

4.143 This Bid Package Contractor shall furnish and install all Valves as required and as indicated in the drawings and/or specifications.

4.144 Provide valves with unions or flanges at each piece of equipment arranged to allow service and maintenance without system shutdown.

4.145 Locate valves in an accessible location or provide and install access panels for all valves and coordinate all blocking and framing required.

Division 15, Section 15122 – Meters and Gages

4.146 This Bid Package Contractor shall furnish and install all Meters and Gages as required and as indicated in the drawings and/or specifications.

4.147 Provide test kit for District's use per Specifications

Division 15, Section 15140 - Domestic Water Piping

4.148 This Bid Package Contractor shall furnish and install all building Domestic Water Piping as required and as indicated in the Drawings and/or Specifications.

4.149 Connect building Domestic Water Piping to a Point of Connection (POC) within 5 feet of the exterior of each building. The building limit is defined as the exterior face of the building and does not include the roof overhand or any supporting columns.

4.150 Coordinate all pipe penetrations and stub-ups through walls, footings, and slabs with Bid Package 1 Contractor. Provide required sleeves and seals at all penetrations.

4.151 Provide all flushing, chlorination, and testing as required and provide test reports.

Division 15, Section 15150 - Sanitary Waste and Vent Piping

4.152 This Bid Package Contractor shall furnish and install all Sanitary Waste and Vent Piping as required and as indicated in the drawings and/or specifications.

Bid Package: 04 (continued)

4.153 Connect building Sanitary Waste Lines to the designated Point of Connection (POC) at the first clean out at the exterior of the building.

4.154 Includes all costs associated with additional tests and inspections due to failed tests.

Division 15, Section 15160 - Storm Drainage Piping

4.155 This Bid Package Contractor shall furnish and install all building Storm Drainage Piping, roof drains, and overflow drains as required and as indicated in the drawings and/or specifications.

4.156 This Bid Package Contractor shall connect all building storm drainage lines to the site storm drainage system at a Point of Connection (POC) within 5 feet of the exterior of each building. The building limit is defined as the exterior face of the building and does not include the roof overhand and any supporting columns.

Division 15, Section 15194 - Fuel Gas Piping

4.157 This Bid Package Contractor shall furnish and install all Fuel Gas Piping as required and as indicated in the Drawings and/or Specifications.

4.158 This Bid Package Contractor shall connect all building Fuel Gas Piping to the site Fuel Gas Piping at a Point of Connection (POC) within 5 feet of the exterior of each building. The building limit is defined as the exterior face of the building and does not include the roof overhand and any supporting columns.

4.159 Provide all labeling and identification devices per Specifications.

4.160 Paint all exterior pipe, valves, and piping specialties per Specifications.

Division 15, Section 15410 - Plumbing Fixtures

4.161 This Bid Package Contractor shall furnish and install all Plumbing Fixtures as required and as indicated in the Drawings and/or Specifications.

4.162 Verify all fixture sizes and mounting heights/rough-ins are correct and appropriate for the intended users of said fixtures.

4.163 Verify and coordinate all rough-ins and finish dimensions to ensure that all fixtures can be installed to comply with design and code requirements.

4.164 Verify thickness of all floor finishes for appropriate rough-in for all floor mounted fixtures.

4.165 Coordinate all rough-ins with Bid Package 1 contractor to avoid conflicts with grab-bar backing.

4.166 Provide all protective guards and insulation at drainage and trap piping.

Bid Package: 04 (continued)

4.167 Provide all carriers for plumbing fixtures and coordinate required backing with Bid Package 1 Contractor. Any rework or modifications to framing or subsequent finish work due to failure to request said blocking will be paid to Bid Package 1 Contractor through a Change Order and backcharged to this Contractor.

4.168 Provide templates for each fixtures installed in casework so that opening can be cut by Bid Package 1 contractor.

4.169 Provide all faucet spout fittings/aerators per Specifications. Remove and clean any debris from fittings/aerators as part of final cleaning and adjusting just prior to completion.

Division 15, Section 15430 – Plumbing Specialties

4.170 This Bid Package Contractor shall furnish and install all Plumbing Specialties as required and as indicated in the Drawings and/or Specifications for all piping systems from the designated Points of Connection (POC) for each system.

4.171 Verify thickness of all floor finishes for appropriate rough-in for all floor drains.

4.172 Provide flashings and counterflashings for all plumbing specialties passing through roofs per Specifications.

4.173 Provide all labeling and identification devices per Specifications.

Division 15, Section 15732 – Rooftop Air Conditioners

4.174 This Bid Package Contractor shall furnish and install all Rooftop Air Conditioners and curbs as required and as indicated in the Drawings and/or Specifications.

4.175 Coordinate all locations of Rooftop Air Conditioners with Bid Package 1 Contractor for all required supports, anchors, blocking, block-outs, curbs, duct penetrations, etc.

4.176 Provide all controls for Rooftop Air Conditioners including all low voltage wiring, devices, conduit, conduit layout, and other equipment necessary to provide a complete and fully operating control system as described in the Mechanical Drawings and/or Specifications.

4.177 Provide concrete inside roof curb per Specifications.

4.178 Provide factory-authorized startup service per Specifications to provide all testing, adjusting, and reports.

4.179 Provide Occupancy Adjustments to units within 12 months of Substantial Completion per Specificaitons.

Bid Package: 04 (continued)

Division 15, Section 15815 - Metal Ducts

4.180 This Bid Package Contractor shall furnish and install all Metal Ducts as required and as indicated in the Drawings and/or Specifications.

4.181 This Bid Package Contractor shall upsize ducts as required and necessary to accommodate duct insulation identified per Drawings and/or Specifications.

4.182 Properly locate and install each of the duct detector units within the duct. All duct detectors for the fire alarm system, including conduits, wire, hook-up, and any other components necessary will be provided by the Bid Package 5 contractor as part of the fire alarm system.

4.183 Provide fire/smoke dampers at any duct penetrating a rated partition, whether specifically identified on the Mechanical Drawings and/or Specifications or not.

4.184 Provide all Coordination Drawings required per Specifications within the required submittal milestones. Drawings shall include all ceiling mounted devices, structural members, fire protection piping system, and plumbing systems. Drawings shall highlight any conflicts and propose alternate routing or modifications to planned duct sizes to avoid conflits.

4.185 Provide all supports, hangers, braces, etc. required for ductwork.

4.186 Contractor shall coordinate all required backing, blocking, or block outs required shown or not shown on the plans with Bid Package 1 Contractor. Includes backing/blocking for all surface mounted devices/equipment, hangers, supports, fixtures, equipment, etc.. Any rework or modifications to framing or subsequent finish work due to failure to request said blocking will be paid to Bid Package 1 Contractor through a Change Order and backcharged to this Contractor.

4.187 Fabricate all ductwork connecting to kitchen equipment to comply with the requirements of Section 11425. In the event of conflicts between the requirements of Section 11425 and this section, the more stringent requirements shall govern.

4.188 Clean all ductwork systems per Specifications.

Division 15, Section 15820 - Duct Accessories

4.189 This Bid Package Contractor shall furnish and install all Ducts Accessories as required and as indicated in the Drawings and/or Specifications.

4.190 Provide fire/smoke dampers at any duct penetrating a rated partition, whether specifically identified on the Mechanical Drawings and/or Specifications or not.

Bid Package: 04 (continued)

Division 15, Section 15834 - Air Curtains

4.191 This Bid Package Contractor shall furnish and install all Air Curtains as required and as indicated in the Drawings and/or Specifications.

4.192 Provide and coordinate installation of door switch with Bid Package 1 Contractor. Provide all required conduit and fittings for door switch and control wiring.

4.193 Provide motor-control panel, motor starter, transformer, fuses, terminal strip, and enclosure per Specifications. Bid Package 5 Contractor will provide final connections to power source.

Division 15, Section 15838 - Power Ventilators

4.194 This Bid Package Contractor shall furnish and install all Power Ventilators as required and as indicated in the Drawings and/or Specifications.

4.195 Coordinate all locations of Power Ventilators with Bid Package 1 Contractor for all required supports, anchors, blocking, block-outs, curbs, duct penetrations, etc.

Division 15, Section 15855 - Diffusers, Registers and Grilles

4.196 This Bid Package Contractor shall furnish and install all Diffusers, Registers and Grilles as required and as indicated in the Drawings and/or Specifications.

Division 15, Section 15900 – Building Management System Controls

4.197 This Bid Package Contractor shall furnish and install all components and systems necessary to provide a complete and fully operating Building Management System as described in the drawings and specifications.

4.198 Provide all computer hardware and software required for management control of the BMS per Specifications.

4.199 Coordinate all conduit, power, and network connection requirements with Bid Package 5 Contractor.

Division 15, Section 15950 - Testing, Adjusting and Balancing

4.200 This Bid Package Contractor shall provide all Testing, Adjusting and Balancing as required and as indicated in the Drawings and/or Specifications.

4.201 Schedule and perform air balancing only after completion of duct cleaning per Section 15815.

4.202 Provide all Reporting per Specifications including Initial Construction Phase Report, Progress Reports, and Final Report.

Bid Package: 04 (continued)

4.203 Provide all Inspections per Specifications including Initial and Final Inspections.

4.204 Provide additional summer and winter Peak Testing per Specifications.

ALSO INCLUDES:

4.205 Associated work as is shown on the Contract Drawings and as contained in all Division 0 and 1 Specification Sections.

4.206 Contractor agrees to work with other Bid Package Contractors and the Construction Manager in good faith in the execution and administration of the Project and abide the guidelines, procedures, and processes set forth by the Specifications as well as the Project Management Plan established by the Construction Manager.

4.207 Provide all necessary protection to all surfaces and finishes during installation of work. Any damage caused shall be repaired to the satisfaction of the Construction Manager.

4.208 Provide all required layout as is required for the Work of this Bid Package Contractor.

4.209 Daily clean-up of all debris related to the Work of this Bid Package Contractor is required. Provide trash bin for disposal of construction debris generated by this Bid Package Contractor. This Bid Package Contractor shall not use the trash bin provided by the Construction Manager for any of the demolition work of this Bid Package. The Work area(s) shall be left broom clean at the end of each work day.

EXCLUSIONS:

4.210 All Excavation, trenching, filling, backfilling and compaction required on site other than the work associated with Fire Protection Water Line installation.

4.211 Trash bins for dirt, asphalt and concrete generated by other Bid Package Contractors.

BID ALTERNATES:

None

All of the work in this section **MUST** be included in the **MECHANICAL & PLUMBING BID PACKAGE NUMBER 04** unless specifically excluded herein. **CONTRACTOR MUST EXAMINE ALL OTHER SPECIFICATION SECTIONS AND DRAWINGS** for related work that may be specified or shown on drawings and required to be included as work under this section.

This summary supplements and complements the Plans and the project Specifications, hereafter referred to as Contract Documents and in no way supercedes any information contained in the Contract Documents unless specifically stated.

Bid Package: 04 (continued)

It is the responsibility of each bidder to fully familiarize himself with the entire Summary of Work for all Bid Packages, as the individual Specifications Sections interface throughout the project and thus impact all Bid Package Contractors.

END OF THIS BID PACKAGE SECTION

Bid Package Description:

BID PACKAGE: 05 **Electrical**

"B" and/or "C10" Classification California Contractor's License and Cal OSHA Certificate are required for this Bid Package.

SCOPE OF WORK SUMMARY:

The Scope of Work (Work) includes, but is not necessarily limited to, furnishing all labor, materials, accessories, appliances, tools, equipment, facilities, transportation, applicable taxes and services necessary for, and incidental to, performing all operations in connection with the specification sections listed below, complete as indicated on the drawings and specifications or incidental to the requirements of Electrical Bid Package Contractor and/or specified herein, unless specifically excluded.

The Following Specifications are primary to this Bid Package:
(All of the Work of these Specification Divisions and Sections must be included in this Bid Package.)

Division 01 – General Requirements
01340 Construction and Demolition Waste Management
01500 Temporary Facilities and Controls

Division 02 – Site Work
02315 Excavation
02316 Filling and Backfilling
02317 Trenching for Site Utilities

Division 03 - Concrete
03100 Concrete Forms and Accessories
03200 Concrete Reinforcement
03300 Cast-in-Place Concrete

Division 07 – Thermal and Moisture Protection
07620 Sheet Metal Flashing and Trim
07840 Firestopping
07900 Joint Sealers

Division 08 – Doors and Windows
8310 Access Doors and Panels

Division 13 – Special Construction
13915 Fire –Suppression Piping

Bid Package: 05 (continued)

Division 16 - Electrical

16010	Electrical General Provisions
16050	Basic Electrical Materials and Methods
16111	Conduit and Wire
16114	Cable Tray
16160	Panelboards and Terminal Cabinets
16250	Automatic Transfer Switch
16425	Switchboards
16480	Motor Control Equipment
16500	Lighting Fixtures
16620	Standby Power
16720	Integrated Fire Alarm/Security System
16745	Telephone System
16760	Integrated Communication System
16761	Clock System
16762	Data System
16771	Autonomous Public Address Systems
16931	Occupancy Motion Sensors

The Following Specifications Sections include related work to be performed by this Bid Package Contractor as it applies to this Bid Package:

Division 00 – All Sections
Division 01 – All Sections
Division 01 – Section 01312 Construction Indoor Air Quality
Division 01 – Section 01322 Construction Project Schedule
Division 01 – Section 01710 Cleaning
Division 11 – Section 11400 Food Service Equipment
Division 11 – Section 11401 Custom Fabricated Food Service Equipment
Division 11 – Section 11405 Food Service Equipment – Walk-In
Division 11 – Section 11425 Hood and Ventilation Equipment
Division 11 – Section 11450 Appliance Equipment
Division 15 – Section 15050 Basic Mechanical Materials and Methods
Division 15 – Section 15732 Rooftop Air Conditioners
Division 15 – Section 15820 Duct Accessories
Division 15 – Section 15834 Air Curtains
Division 15 – Section 15838 Power Ventilators
Division 15 – Section 15900 Building Management System

Bid Package: 05 (continued)

INCLUSIONS:

General Notes

5.1 This Bid Package Contractor shall be responsible for the complete construction of all Site Electrical to the utility main Points of Connection (POCs) on site, as established by the Off-Site Bid Package Contractor and as further clarified in this bid package description.

5.2 This Bid Package Contractor is responsible for assessment of security needs within and around Site Boundaries and to maintain sufficient security and safety measures to effectively prevent vandalism, vagrancy, theft, arson, and all other such negative impacts to the Work. Any impacts to the progress of the Work due to loss from inadequate security and safety measure, will be the responsibility of the Contractor.

5.3 This Bid Package Contractor, by submitting a bid, is acknowledging that he / she has made a thorough inspection of this project site and that Contractor has made a detailed comparison between the existing conditions on the site and those indicated within the Contract Documents.

5.4 Provide all submittals, shop drawings, samples, deferred submittals, and schedules required for submittals as specified in section 01105, Phasing of The Work for approval by the architect to assure long lead times do not affect the scheduled Work.

5.5 This Bid Package Contractor will have a foreman/superintendent attend and participate in weekly coordination meetings as scheduled by the Construction Manager. In these meetings, foreman/superintendent will be prepared to discuss coordination and scheduling of their bid package Work as it relates to other bid package contractor's Work. Failure of Contractor's representative to attend scheduled weekly Progress Meetings will result is a $100 backcharge to Contractor for each missed meeting. A three week look-ahead schedule will be required from each bid package contractor prior to the start of this meeting as required per Section 01310.

5.6 This Bid Package Contractors is responsible for maintaining areas free of waste materials, debris, and rubbish and maintaining the work site in a clean and orderly condition. Debris shall be cleared and disposed of each day so that no debris accumulates. If Contractors fail to maintain a clean work area as determined by the Construction Manager, Construction Manager will assemble a composite crew from each responsible Bid Package Contractor to perform cleaning or at his discretion, hire additional labor to perform cleaning and backcharge the Bid Package Contractors accordingly.

5.7 Notify affected utility companies before starting Work and comply with their requirements.

5.8 This Bid Package Contractor is responsible for all layouts, field engineering, and staking as may be required to complete the Work of this bid package.

Bid Package: 05 (continued)

5.9 Multiple move-in may be required for the performance of this bid package. There is no predetermined number of move-ins required to meet contract schedule. Work shall be done in accordance with the project schedule and the requirements of the Construction Manager.

5.10 Includes all Work under the primary specification sections and all applicable Work under the specification sections which include related Work required from this Bid Package Contractor as listed above.

5.11 This Bid Package Contractor will provide Daily Work Reports on a daily basis delivered to Construction Manager's field office no later than 2:00pm for that day worked. Include all information of Work and workmen by vendors, equipment owner/operators, visitors and sub-contractors. Sub-Contractors Daily Work Report shall be attached to Bid Package Contractor's daily work report.

5.12 Includes compliance with all soils' requirements specified by the project Geotechnical Investigation Report in coordination with the Structural and Civil drawings' requirements as they apply to the scope of work of this Bid Package.

5.13 Provide all scaffolding and equipment necessary to efficiently and safely install all of the Work of this bid package. All scaffolding placed on a finish slab may not be done without proper plywood and sand base for protection. All scaffolding work shall be OSHA compliant.

5.14 All debris generated by this Bid Package Contractor shall be legally removed and disposed of offsite, and work areas shall be clear of construction debris and left broom clean at the end of each work day.

5.15 Provide continuous as needed dust control for the trenching, excavation and backfill requirements of this bid package.

5.16 In accordance with Section 01210 – Allowances, include as part of this Bid Package, all work associated with a lump allowance totaling the amount applicable to this Bid Package to be used at the sole discretion of the District.

5.17 Work will be performed uninterrupted throughout the project duration, sometimes if necessary, at night. This Bid Package Contractor will be available to perform Work for the duration of the project and will respond, and be on site, to perform the Work, within 24 hours if requested by the Construction Manager.

5.18 This Bid Package Contractor shall review and become familiar with all project drawings and specifications and will notify the Construction Manager immediately of any conflicts, duplicative assignments or ambiguities.

5.19 This Bid Package Contractor shall protect all work from weather related damage in this bid package. Contractor will replace all weather damaged work at their own cost for material, time and labor.

Bid Package: 05 (continued)

5.20 All surveying and staking specific to the execution of this Bid Package Contractor's Work shall be provided by same. Building corners will be provided by Bid Package #2.

5.21 Contractor shall coordinate all required backing, blocking, or block outs required shown or not shown on the plans with Bid Package 1 Contractor. Includes backing/blocking for all surface mounted devices/equipment, hangers, supports, electrical devices, equipment, etc.. Any rework or modifications to framing or subsequent finish work due to failure to request said blocking will be paid to Bid Package 1 Contractor through a Change Order and backcharged to this Contractor.

5.22 All vaults, pull boxes, yard boxes, and manhole covers in asphalt (bituminous concrete) paved areas shall be initially set flush with the sub-grade elevation, protected, and identified by this contractor. After the asphalt paving contractor installs the asphalt paving and base over the top of these items, this Bid Package Contractor shall carefully and neatly uncover their respective items and extend flush with the finished asphalt grade. The method of adjustment for elevation must maintain the specified traffic load rating. The asphalt paving contractor shall then neatly patch around the subject items so as to blend same with the adjacent asphalt prior to seal coating. Cut and patch of existing surfaces shall be the responsibility of the respective contractor requiring same due to assigned work.

5.23 Provide temporary construction water and power, as required.

5.24 Contractor shall coordinate with the On-Site Bid Package Contractor, Off-Site Bid Package Contractor and all Utility Agencies as necessary to permit, schedule and perform Work within this Bid Package.

5.25 The Building Line shall be considered the exterior face of the building and does not include the building overhang or exterior supports or columns. Contractor shall be responsible for making connections to utilities provided by others within 5 feet of the Building Line unless otherwise noted.

5.26 Completely furnish, properly install and maintain all barricades, traffic control, warning lights, flagmen, hauling and/or disposal permits & fees as may be required by the City of San Bernardino, County of San Bernardino, and the Construction Manager as it pertains to the work of this Bid Package.

Division 01, Section 01340 – Construction and Demolition Waste Management

5.27 Contractor shall develop a Construction Waste Management Plan, provide all required reporting, collect, segregate, store, recycle and dispose of all waste and abide by the requirements of the Specification.

Bid Package: 05 (continued)

Division 01, Section 01322 – Construction Project Schedule

5.28 This Bid Package Contractor is responsible for providing a Primavera P6 construction activity schedule per the Requirements of the Specification for the work of this Bid Package. Schedule shall be cost and resource loaded.

5.29 Contractor will submit the resume of the individual or company who will provide all schedules and updates throughout the course of construction for the approval of the Construction Manager. This Designated Scheduler must be a certified in the use of Primavera P6 and be able to demonstrate expertise in scheduling through past project performance.

5.30 The Designated Scheduler will be responsible to develop, submit, and coordinate an initial project construction schedule which will include all construction activities including submittal preparation, submittal review and approval, and material procurement for the work of this Bid Package. This schedule must conform to the milestones established by the Project Phasing and will be coordinated with the schedules of all other Bid Package Contractors. The Scheduler shall attend all coordination meetings to develop and arrive at an Approved Construction Schedule.

5.31 The Designated Scheduler will participate in weekly schedule meetings with the Construction Manager and the Schedulers of other Bid Package Contractors to review construction progress and coordinate upcoming work.

5.32 Failure to provide schedule updates or attend schedule meetings will result is a $100 backcharge to Contractor per instance.

5.33 The Schedule will be used as the basis of approving progress payments. Progress payments will not be processed without an approved schedule update.

5.34 Provide all weekly and monthly schedule updates and any additional requested schedules or recovery schedules due to delays.

5.35 This Bid Package Contractor shall coordinate with other Bid Package Contractors as required.

Division 01, Section 01500 – Temporary Facilities and Controls

5.36 Provide temporary construction facilities as required per Specifications. Remove temporary facilities upon project completion or as directed by Construction Manager.

Bid Package: 05 (continued)

5.37 This Bid Package Contractor shall provide temporary construction power for the duration of the project unless directed otherwise by the Construction Manager. Temporary power at each site to be as follows:

a. Provide one 200-amp single-phase service.

b. Provide a temporary meter and pay all service fees/charges for the duration of the project.

c. Provide a 50-amp sub panel mounted on a post not more than 50 feet away from each building. Each building shall have its own subpanel.

d. Each sub panel shall be equipped with two 110v receptacles, one 220-volt receptacle and one 50-amp twist-lock pigtail.

e. Temporary power distribution beyond the sub panel shall be provided by the prime contractor requiring the same.

f. The primary and secondary temporary power poles must be of size and height to accommodate wire span and clearance for construction equipment.

g. Shop drawings shall be submitted to the Construction Manager for approval prior to installation. Temporary power poles shall be located in planters when possible and not in turf areas.

h. Includes providing and maintaining temporary power and connection to the Construction Manager's, Owner's and Inspector's site office trailer(s).

5.38 Provide temporary pole-mounted site lighting as defined by Section 01500.

5.39 Provide temporary security alarm system and outdoor lighting at for all site office trailers for the duration of the project. Provide maintenance to keep systems working 24 hours a day, 7 days a week.

5.40 Provide, maintain, and eventually remove when directed by the Construction Manager power service for the Construction Manager's and IOR's temporary offices including paying for all temporary power usage throughout the project duration.

5.41 Provide temporary telephone, fax, and internet service as defined by Section 01500.

5.42 Remove all temporary facilities at the completion of the project in coordination with and at the determination of the Construction Manager. Items purchased for the use of the Construction Manager and IOR will be turned over the District at project completion.

Division 02, Section 02315 – Excavation

5.43 Provide excavation to a Point of Connection (POC) for all building utilities, at a minimum of 5 feet beyond building exterior walls, unless otherwise specified. Coordinate all excavation work with other Bid Package Contractors.

5.44 This Bid Package Contractor shall provide excavation for Site Electrical between buildings and to the utility main connections (POCs) on site. Coordinate all excavation work with other Bid Package Contractors.

5.45 Lost and/or damaged stakes by this Bid Package Contractor and the associated cost for replacement of same shall be the responsibility of said contractor.

5.46 All excess spoils generated by trenching/excavating shall be removed and legally disposed off-site on a daily basis.

5.47 Includes dewatering trenches as to continue work and as not to delay the project.

5.48 All trenches and excavations shall have shoring or sloping per OSHA regulations. Includes all engineering for shoring as required.

Division 02, Section 02316 - Filling and Backfilling

5.49 This Bid Package Contractor shall provide for all filling, backfilling and required compaction of trenching for Electrical work.

5.50 Lost and/or damaged stakes by this Bid Package Contractor and the associated cost for replacement of same shall be the responsibility of said contractor.

5.51 This Bid Package Contractor shall be responsible for the import and/or export of all soils necessary to perform the work for this bid package. All excess spoils generated by trenching/excavating shall be removed and legally disposed off-site on a daily basis.

5.52 Includes dewatering trenches to continue work and as not to delay the project.

5.53 Trenches/excavations shall be kept clean and free from debris and protected from weather. Any additional excavation or mud removal caused by weather shall be the responsibility of this bid package contractor at no additional expense to owner.

5.54 All trenches and excavations shall have shoring or sloping per OSHA regulations.

5.55 This Bid Package Contractor shall be responsible for all costs of additional tests and inspections due to failed tests. Includes all costs associated with additional soils compaction resulting from testing and inspection failure.

5.56 Furnish and install warning tape and tracer wires as required during backfilling for all underground utility and conduit lines.

5.57 Provide all required slurry backfill for the Work of this bid package.

Bid Package: 05 (continued)

Division 02, Section 02317 - Trenching for Site Utilities

5.58 This Bid Package Contractor shall be responsible for all trenching for Electrical work from the Point of Connection at the on-site electrical equipment enclosure and transformer pad.

5.59 Lost and/or damaged stakes by this Bid Package Contractor and the associated cost for replacement of same shall be the responsibility of said contractor.

5.60 Provide excavation, trenching, backfill, compaction, and finish grading as applies to the work of this Bid Package and as is indicated in the Drawings and/or Specifications.

5.61 This Bid Package Contractor shall be responsible for the import and/or export of all soils necessary to perform the work for this bid package.

5.62 Provide all bedding materials for utility/conduit placement per plans and specifications.

5.63 All excess spoils generated by trenching/excavating shall be removed and legally disposed off-site on a daily basis.

5.64 Includes dewatering trenches as to continue work and as not to delay the project.

5.65 Trenches/excavations shall be kept clean and free from debris and protected from weather. Any additional excavation or mud removal caused by weather shall be the responsibility of this bid package contractor at no additional expense to owner.

5.66 All trenches and excavations shall have shoring or sloping per OSHA regulations.

5.67 This Bid Package Contractor shall be responsible for all costs of additional tests and inspections due to failed tests. Includes all costs associated with additional soils compaction resulting from testing and inspection failure.

5.68 Furnish and install warning tape and tracer wires as required during backfilling for all underground utility and conduit lines.

5.69 Provide all required slurry backfill for the Work of this bid package.

Division 03, Section 03100 - Concrete Forms and Accessories

5.70 Includes all accessories for all formwork for cast-in place concrete with shoring, bracing and anchorage, form accessories, form stripping, and proper layout location.

5.71 After forms are to be stripped, sacking may be required on exposed surfaces to provide the desired finish.

5.72 Use approved form release agents as necessary to avoid spalling or scaling of concrete once forms are removed.

Bid Package: 05 (continued)

5.73 Includes all dry packing of structural and architectural column bases and light pole bases.

5.74 Furnish and install all formwork for on site light pole bases.

Division 03, Section 03200 - Concrete Reinforcement

5.75 This Bid Package Contractor shall provide and install all reinforcing steel for site light pole bases and all supports and accessories for steel reinforcement and any reinforcement required at utility trenches.

5.76 Includes ensuring that reinforcement is properly placed and supported as required during the placement of concrete.

5.77 All vertical reinforcing steel protection shall be installed in accordance with OSHA codes and regulations. Maintain said protection throughout the duration of reinforcement installation and until Work is complete and enclosed by finish material.

5.78 Provide all Mill Certifications and Test Bars as required.

5.79 Includes all costs associated with additional tests and inspections due to failed tests.

Division 03, Section 03300 - Cast-in-Place Concrete

5.80 Install all on site light pole bases including all required reinforcement and conduit pathways.

5.81 All concrete mix design(s) shall have an engineer's stamp for approval.

5.82 Provide curing of concrete as indicated in the contract documents.

5.83 Furnish and apply curing compounds as necessary and approved.

5.84 Includes all costs associated with re-casting concrete due to additional tests and inspections resulting in failure.

Division 07, Section 07620 - Sheet Metal Flashing and Trim

5.85 This Bid Package Contractor shall provide all pipe jacks, flashings, base flashings, counterflashings, and accessories for the work of this package that penetrates the roof or equipment installed on the roof or on roof curbs.

5.86 Equipment roof curbs and flashing for the work of this Bid Package shall be furnished and installed by the this Bid Package Contractor as required and as indicated in the Drawings and/or Specifications.

Bid Package: 05 (continued)

5.87 Equipment support stand penetrations flashings for the work of this Bid Package shall be furnished and installed by this Bid Package Contractor as required and as indicated in the Drawings and/or Specifications.

5.88 Includes counter-flashing and approved caulking/adhesive at pipe and conduit penetrations and roof mounted curbs.

Division 07, Section 07840 – Firestopping

5.89 Furnish and install all firestopping systems, products, materials and accessories, fire-stopping sealants, insulation, and penetration seal systems, as required and as indicated in the Drawings and/or Specifications where required due to the work of this Bid Package.

Division 07, Section 07900 - Joint Sealers

5.90 This Bid Package Contractor is responsible to furnish and install joint sealers as required by the Drawings and/or Specifications for the work of this Bid Package.

5.91 Includes surface preparation, backer rod, and accessories.

Division 08, Section 08310 - Access Doors and Panels

5.92 Access doors required but not shown on the drawings will be provided and installed by the Bid Package Contractor requiring access.

5.93 This Bid Package Contractor shall furnish and install any Access Doors and Panels as required per the Specifications for the Electrical work.

5.94 Access Doors are required at all hard ceilings that contain any alarm, sensor, electrical box, etc. to comply with the Specifications.

5.95 Provide rated access doors and panels at all rated partitions.

5.96 Coordinate any required blocking and framing for access doors with the Bid Package 1 Contractor. Any rework or modifications to framing or subsequent finish work due to failure to request said blocking/framing will be paid to Bid Package 1 Contractor through a Change Order and backcharged to this Contractor.

Division 11, Section 11425 – Hood and Ventilation Equipment

5.97 This Bid Package Contractor shall provide power to all Hood and Ventilation equipment as required and as indicated in the Drawings and/or Specifications. Equipment will be provided by other bid package contractors.

5.98 Make connections to pre-wired hood lighting provided by Bid Package 1 Contractor.

Bid Package: 05 (continued)

5.99 Make all connections required for the fire alarm system to hood equipment and controls.

Division 11, Section 11450 - Appliance Equipment

5.100 This Bid Package Contractor shall provide power and make all connections to all Appliance Equipment, Food Service Equipment, Custom Fabricated Food Service Equipment, and Walk-In as required and as indicated in the Drawings and/or Specifications. Equipment will be provided by other bid package contractors.

Division 13, Section 13915 – Fire-Suppression Piping/System

5.101 Provide fire alarm monitoring of Fire-Suppression Piping system provided by Bid Package 4 contractor.

5.102 Provide connection to and monitoring of all alarm devices provided by Bid Package 4 contractor.

5.103 Provide alarm devices, connection to, and monitoring of all alarm devices including alarm bell, valve supervisory switches, indicator-post supervisory switch, and tamper switches at the building system and those located on site including at the double detector switch.

5.104 Provide all wire, conduit, trenching, backfill and compaction required for fire alarm system to all alarm devices including those provided by other Bid Package contractors.

Division 15, Section 15732 – Rooftop Air Conditioners

5.105 This Bid Package Contractor shall provide power, disconnects, convenience outlets, and final connections to all Rooftop Air Conditioners as required and as indicated in the Drawings and/or Specifications.

5.106 Were possible, provide power source to unit through underside of equipment curb to protect power source from nuisance/vandalism.

Division 15, Section 15834 - Air Curtains

5.107 This Bid Package Contractor shall provide power, disconnects, and final connections to all Air Curtains as required and as indicated in the Drawings and/or Specifications. Bid Package 4 Contractor shall provide motor starter, transformer, and door contact control.

Division 15, Section 15838 - Power Ventilators

5.108 This Bid Package Contractor shall provide power, disconnects, and final connections to all Power Ventilators as required and as indicated in the Drawings and/or Specifications.

Bid Package: 05 (continued)

Division 15, Section 15900 – Building Management System Controls

5.109 This Bid Package Contractor shall provide power and final connection to Building Management System as indicated in the drawings and specifications.

5.110 Provide all conduit, raceway, power, power distribution system monitoring, smoke detectors, duct detectors, fire alarm, fire alarm relays, smoke control relays and panel, starters, VFD's, etc. as indicated per Specifications. Coordinate all work with Bid Package 4 Contractor.

5.111 Provide network connections as required for system operation.

Division 16, Section 16010 - Electrical General Provisions

5.112 This Bid Package Contractor shall furnish, install and/or comply with all Electrical General Provisions as required and as indicated in the Drawings and/or Specifications.

5.113 Includes, but is not limited to, coordination with Southern California Edison (SCE) for electrical service facilities and requirements. Conform to all requirements of SCE for installation of main power tie-in to on-site electrical equipment enclosure and transformer pad.

5.114 Bid Package 03 Contractor will provide 4-inch underground electrical conduit per SCE standards from existing off-site electrical vault #V5495577 located in 16th Street to on-site electrical equipment enclosure and transformer pad. All other on-site electrical conduit, excavation, encasement, backfill, wire, equipment, main service entrance switchboard, meter main, distribution, vaults, pads, emergency power distribution, emergency generator, etc. for a complete and operable electrical distribution system will be by this Contractor.

5.115 Provide all labor, material and equipment required to furnish and install all building and site electrical work as defined within Division 16 specification sections and plans, including but not limited to, site electrical, switch gear, main distribution panels, transformers, sub panels and distribution boards, circuit breakers, disconnects, feeders, pull boxes and manholes, power cable and wiring, outlet boxes, site lighting, site signage and light poles, switch boards, fittings, fixtures, finishes, lamps, switches, junction boxes, pull strings, sleeves, fuses, device plates, flex connectors, fasteners, EMT, PVC, and rigid conduit, access panels and accessories as shown for a complete electrical, data, fire alarm, PA system, security, clock, data, telephone, and communications systems.

5.116 Contractor shall coordinate all required backing, blocking, or block outs required shown or not shown on the plans with Bid Package 1 Contractor. Includes backing/blocking for all surface mounted devices/equipment, hangers, supports, electrical devices, equipment, etc.. Any rework or modifications to framing or subsequent finish work due to failure to request said blocking will be paid to Bid Package 1 Contractor through a Change Order and backcharged to this Contractor.

Bid Package: 05 (continued)

5.117 Contractor shall coordinate all conduit penetrations and stub-ups through walls, footings, and slabs with Bid Package 1 Contractor.

5.118 Contractor shall coordinate all conduit runs with the work of other trades to avoid conflict. Contractor understands that routing of electrical conduits is secondary to that of all piping and ductwork and will relocate all conduits in conflict with work of other trades due to failure to properly coordinate work.

5.119 All line voltage conduits shall be furnished and installed by this Bid Package Contractor as indicated on the Electrical Drawings and/or Specifications.

5.120 Provide Electrical service to all Irrigation Control Boxes per Drawings and/or Specifications.

5.121 Provide and install all Energy Management Controls conduit for low and line voltage, within and between buildings and mechanical enclosures. Coordinate work with all applicable Contractors and Sub-contractors.

5.122 Furnish and install all low and line voltage lighting systems complete with the necessary relays, transformers and devices, time-clocks, photocells, daylight controls etc., per the Drawings and/or Specifications.

5.123 Supply and install all Ethernet receptacle boxes and components to provide a complete assembly.

5.124 Provide all testing and reports as required per Specifications.

Division 16, Section 16050 – Basic Electrical Materials and Methods

5.125 This Bid Package Contractor shall furnish and install all Basic Electrical Materials and Methods as required and as indicated in the Drawings and/or Specifications.

5.126 Contractor shall verify all floor finish thicknesses with Bid Package 1 Contractor for all floor boxes and outlets. Contractor shall verify all boxes and outlets are not disturbed during the placement of concrete.

5.127 Plywood backboards will be provided by Bid Package 1 Contractor. Coordinate with Bid Package 1 Contractor regarding installation locations and requirements.

5.128 Provide power for and install electric hand dryers provided by Bid Package 1 Contractor.

Division 16, Section 16111 - Conduit and Wire

5.129 This Bid Package Contractor shall furnish and install all Conduit and Wire as required and as indicated in the Drawings and/or Specifications.

Bid Package: 05 (continued)

5.130 All underground and overhead conduit installed by this Bid Package Contractor extending to either the electrical, signal, data, mechanical rooms, etc., for equipment and/or panels furnished and installed by this Contractor shall be installed a minimum of 12 inches above finish floor and minimum of 12 inches from the finish ceiling or metal deck (if ceiling is exposed), unless other arrangements have been agreed between this Bid Package Contractor and the Construction Manager.

5.131 Provide an install 2" conduit underground pathway from MDF to each building. Conduit will be installed concealed in an end wall and stubbed up and accessible within the ceiling for use by future equipment. This conduit shall be a spare in excess of any conduits or spare conduits indicated on the drawings.

5.132 Whether shown or not, all conduit and wire necessary, including attachment, cutting, patching and sealant and fire caulking of same shall be furnished and installed by the this Bid Package Contractor.

5.133 Includes all sleeves as required.

5.134 Contractor shall coordinate all conduit penetrations and stub-ups through walls, footings, and slabs with Bid Package 1 Contractor.

5.135 Contractor shall verify conduit sizes are adequate for the number and size of conductors, wire, cable, etc. scheduled.

5.136 All conduit spares shall have pull strings installed.

5.137 Includes underground duct-bank, concrete encasement and reinforcement of underground electrical lines as noted on the contract documents.

5.138 Provide all required testing. Includes all costs associated with additional tests and inspections due to failed tests.

Division 16, Section 16114 - Cable Tray

5.139 This Bid Package Contractor shall furnish and install all Cable Tray as required and as indicated in the Drawings and/or Specifications.

5.140 Provide all submittals and shop drawings required for cable tray per Specifications.

5.141 Provide all work required to provide an approved penetration at all locations where cable tray penetrates a rated barrier.

Division 16, Section 16160 - Panelboards and Terminal Cabinets

5.142 This Bid Package Contractor shall furnish and install all Panelboards and Terminal Cabinets as required and as indicated in the Drawings and/or Specifications.

Bid Package: 05 (continued)

5.143 Coordinate with Bid Package 1 Contractor for any required housekeeping pads.

Division 16, Section 16250 – Automatic Transfer Switch

5.144 This Bid Package Contractor shall furnish and install Automatic Transfer Switch as required and as indicated in the Drawings and/or Specifications.

5.145 Coordinate with Bid Package 1 Contractor for any required housekeeping pads.

5.146 Provide notarized certification that equipment meets all contract requirements per Specifications.

Division 16, Section 16425 – Switchboards

5.147 This Bid Package Contractor shall furnish and install all Switchboards as required and as indicated in the Drawings and/or Specifications.

5.148 Coordinate with Bid Package 1 Contractor for any required housekeeping pads.

5.149 Provide all required equipment anchorage and testing.

Division 16, Section 16480 - Motor Control Equipment

5.150 This Bid Package Contractor shall furnish and install all Motor Control Equipment as required and as indicated in the Drawings and/or Specifications.

Division 16, Section 16500 - Lighting Fixtures

5.151 This Bid Package Contractor shall furnish and install all Lighting Fixtures as required and as indicated in the Drawings and/or Specifications.

5.152 Contractor shall coordinate final locations of all light fixtures with building structure and mechanical systems. Contractor shall advise the Construction manager of any conflicts and adjust final location of light fixture as necessary to avoid conflict at no additional cost to the Owner.

5.153 Contractor shall provide protection of all light fixture luminaires and diffusers to keep lights free of construction dust and debris until final acceptance by District. Clean any dust, dirt, or fingerprints on lenses and diffusers as required per Specifications.

5.154 Contractor shall provide all extra stock for light fixtures as required by the Specifications including lamps, ballasts, and lenses.

5.155 Acoustic ceiling light fixture support wires will be provided by Bid Package 1 Contractor.

5.156 Provide "air craft" hanger wires required for any fixture weighing in excess of 50 pounds per Specifications.

Bid Package: 05 (continued)

Division 16, Section 16620 - Standby Power

5.157 This Bid Package Contractor shall furnish and install all Standby Power as required and as indicated in the Drawings and/or Specifications.

5.158 Verify and provide certification that Standby Power system meets all current South Coast Air Quality Management District requirements for standby generators and will meet all applicable standards upon contract completion.

5.159 Provide all required testing and documentation including pre-shipment tests and field testing after installation. Includes all costs associated with additional tests and inspections due to failed tests.

5.160 Provide all consumables including load bank and fuel required to perform all tests and inspections.

5.161 Provide all required training including all documentation and literature per Specifications.

5.162 Provide field inspections and certification at six and eleven months per Specifications.

Division 16, Section 16720 – Integrated Fire Alarm / Security System

5.163 This Bid Package Contractor shall furnish and install all devices, accessories, panels, keypads, pull stations, detectors, duct detectors, horns, strobes, modules, etc. as required for a complete first-class operational Integrated Fire Alarm / Security System per the Drawings and/or Specifications.

5.164 Provide all required documentation to qualify as an acceptable bidder/contractor as required per the Specifications.

5.165 Provide all security devices required per the Specifications including motion detectors, door detectors as required to provide complete security coverage and detection of all windows, doors, and skylights.

5.166 Provide fire alarm monitoring of Fire-Suppression Piping system provided by Bid Package 4 contractor.

5.167 Provide connection to and monitoring of all alarm devices provided by Bid Package 4 contractor.

5.168 Provide alarm devices, connection to, and monitoring of all alarm devices including alarm bell, valve supervisory switches, indicator-post supervisory switch, and tamper switches at the building system and those located on site including at the double detector switch.

5.169 Provide manual pull stations and connections to fire alarm system at Food an Kitchen equipment and Hoods per Section 11425.

Bid Package: 05 (continued)

5.170 This Bid Package Contractor shall provide monitoring and make all final connections to duct detectors and fire/smoke dampers. This Bid Package will provide duct detectors to be installed by Bid Package 4 contractor.

5.171 Provide all required testing and documentation. Includes all costs associated with additional tests and inspections due to failed tests.

5.172 Provide extended system guarantee per Specifications.

5.173 Provide all required system training per Specifications.

Division 16, Section 16745 – Telephone System

5.174 This Bid Package Contractor shall furnish and install the Telephone System as required and as indicated in the Drawings and/or Specifications.

5.175 All telecommunications/data/paging system distribution from Building "A" to the other buildings on-site shall be performed by this Bid Package Contractor. All off-site and on-site conduit and pull boxes from point of connection in the public right-of-way up to the minimum point of entry located in Building "A" for the telecommunications/data/paging system will be by Bid Package 03 Contractor.

5.176 This Bid Package Contractor shall coordinate with the Bid Package 03 Contractor for locating the Telephone Co. conduit stub-up location through the floor slab at the minimum point of entry located in Room #19 (Head End/Data/MDF) of Building "A".

Division 16, Section 16760 – Integrated Communication System

5.177 This Bid Package Contractor shall furnish and install a complete site-wide Integrated Communication System complete with paging, intercom, clock, bell, call switch, security and supervision interface, video distribution, and telephone systems as required and as indicated in the Drawings and/or Specifications.

5.178 Provide all required documentation to qualify as an acceptable contractor as required per the Specifications.

5.179 Provide all required system equipment including equipment rack, speakers, horns, telephone, pocket pagers, cable, accessories, etc. for a complete and operable system.

5.180 Includes all costs associated with additional tests and inspections due to failed tests.

Division 16, Section 16761 – Clock System

5.181 This Bid Package Contractor shall furnish and install Clock System as required and as indicated in the Drawings and/or Specifications.

Bid Package: 05 (continued)

Division 16, Section 16762 – Data System

5.182 This Bid Package Contractor shall furnish and install Data System as required and as indicated in the Drawings and/or Specifications.

5.183 Provide all required documentation to qualify as an acceptable contractor as required per the Specifications.

5.184 Provide all materials, equipment, terminations, and testing for a complete and operational system including backbone, copper, and fiber optic systems, racks and cabinets, switches, routers, devices, outlets, jacks, plates, labeling, programming, etc.

5.185 Includes all testing and documentation as required per the Specifications. Includes costs associated with additional tests and inspections due to failed tests.

Division 16, Section 16771 – Autonomous Public Address Systems

5.186 This Bid Package Contractor shall furnish and install the Autonomous Public Address System as required and as indicated in the Drawings and/or Specifications.

5.187 Provide all materials and equipment including rack, mixer control, amplifier, speakers, wire, assistive listening equipment, and portable equipment including microphones, cables, and microphone stands.

5.188 Provide all mounting brackets for equipment and speakers. Coordinate any required backing with Bid Package 1 Contractor.

5.189 Provide all testing and documentation that system meets the performance requirements of the Specifications.

5.190 Provide training as required per the Specifications.

Division 16, Section 16931 - Occupancy Motion Sensors

5.191 This Bid Package Contractor shall furnish and install Occupancy Motion Sensors as required and as indicated in the Drawings and/or Specifications.

ALSO INCLUDES:

5.192 Associated work as is shown on the Contract Drawings and as contained in all Division 0 and 1 Specification Sections.

5.193 Contractor agrees to work with other Bid Package Contractors and the Construction Manager in good faith in the execution and administration of the Project and abide the guidelines, procedures, and processes set forth by the Specifications as well as the Project Management Plan established by the Construction Manager.

Bid Package: 05 (continued)

5.194 Provide all necessary protection to all surfaces and finishes during installation of work. Any damage caused shall be repaired to the satisfaction of the Construction Manager.

5.195 Provide all required layout as is required for the Work of this Bid Package Contractor.

5.196 SWPPP BMP's associated with the Work of this Bid Package Contractor.

5.197 Daily clean-up of all debris related to the Work of this Bid Package Contractor is required. Provide trash bin for disposal of construction debris generated by this Bid Package Contractor. This Bid Package Contractor shall not use the trash bin provided by the Construction Manager for any of the demolition work of this Bid Package. The Work area(s) shall be left broom clean at the end of each work day.

EXCLUSIONS:

5.198 All Excavation, trenching, filling, backfilling and compaction required on site other than the work associated with Electrical system installation.

5.199 Low Voltage wiring required from irrigation control panels to irrigation components.

5.200 Trash bins for dirt, asphalt and concrete generated by other Bid Package Contractors.

BID ALTERNATES:

5.201 ALTERNATE #6: ADDITIVE: Video Surveillance System Infrastructure per section 01230.

All of the work in this section **MUST** be included in the **ELECTRICAL BID PACKAGE NUMBER 05** unless specifically excluded herein. **CONTRACTOR MUST EXAMINE ALL OTHER SPECIFICATION SECTIONS AND DRAWINGS** for related work that may be specified or shown on drawings and required to be included as work under this section.

This summary supplements and complements the Plans and the project Specifications, hereafter referred to as Contract Documents and in no way supercedes any information contained in the Contract Documents unless specifically stated.

It is the responsibility of each bidder to fully familiarize himself with the entire Summary of Work for all Bid Packages, as the individual Specifications Sections interface throughout the project and thus impact all Bid Package Contractors.

END OF THIS BID PACKAGE SECTION

ARTICLE 3: ALTERNATES

Each and every Bid Package Contractor is responsible for and shall perform all work in their specific Bid Package relative to the work of the following Additive Alternate Items as per Section 01230, if awarded by the District:

A. ALTERNATE #1: ADDITIVE: Learning Walls / Added Casework / HP Laminate at Casework

B. ALTERNATE #2: DEDUCTIVE: Tack Wall Surface at Classrooms and Entire Campus

C. ALTERNATE #3: ADDITIVE: Solar Tubes including Structural and Architectural Modifications

D. ALTERNATE #4: ADDITIVE: Louver Blinds / Stage Curtains

E. ALTERNATE #5: ADDITIVE: Playground Equipment / Play Surfacing / Monument Signs

F. ALTERNATE #6: ADDITIVE: Video Surveillance System Infrastructure

ARTICLE 4: SCHEDULE

Section 4.01 Preliminary and Detailed Master Construction Schedules

A. The Preliminary Phasing Schedule within Section 01105 shows the duration for each of the Construction Segments. (Note: Total Contract Time (duration) is the same for all Bid Packages.)

B. Each Bid Package Contractor shall comply with the scheduling requirements of section 01322 and shall submit an initial/preliminary construction schedule indicating the durations of the activities in his scope of work. Submit within the time specified in the General Conditions and the Supplementary Conditions (if any). Each Bid Package Contractor's initial/preliminary construction schedule will include submittal and procurement schedule for all material and equipment included within the scope of work of their respective Bid Package. Activity durations and milestones shall comply with the requirements established by the Preliminary Phasing Schedule and the requirements of Section 01105 Phasing of the Work.

C. A Construction Schedule Meeting to include all Bid Package Contractors and their Scheduling Representatives will be conducted by the Construction Manager for the purpose of coordinating the sequence of work of each Bid Package Contractor for each Segment of work, and to coordinate durations required by each Bid Package Contractor to complete his work within that Segment.

D. Bid Package Contractors are responsible for providing updates of their progress to the Construction Manager to be incorporated in the Weekly Progress Schedule Updates and to comply with the specific scheduling requirements identified in their Bid Package and per Section 01322.

Section 4.02 Liquidated Damages

A. The amount of liquidated damages is as indicated in the **Bid Form** and **Agreement Between District and Contractor**. Liquidated damages shall be assessed based upon each and every calendar day of delay beyond the time prescribed for finishing the work of each Segment of work and/or the entire project duration, if the delay is directly caused by the Bid Package Contractor(s).

ARTICLE 5: CONTRACTOR'S USE OF SITE

Section 5.01 Limits on Use of Site

A. Use of the Site: Limit use of the premises to work in areas indicated. Each Bid Package Contractor shall limit his use of the premises to the areas related to the activities indicated on the approved detailed construction schedule. Confine operations to areas within Contract limits indicated. Do not disturb portions of the site beyond the areas in which the work in indicated.

B. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Certified Completion, provided such occupancy does not interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total work.

C. Contractor shall limit his use for work and for storage space, to allow for work by other Contractors and occupancy by the District and for public use. Location of storage space will be submitted and approved by the Construction Manager.

D. Each Bid Package Contractor will coordinate use of premises with the Construction Manager.

E. Each Bid Package Contractor will assume full responsibility for the protection and safekeeping of materials and equipment stored on site for his / her use.

F. Contractors shall move any materials or equipment stored on-site that interferes with the operation of the District or District Representative(s).

G. Contractor shall obtain and pay for any additional storage area required to perform the work.

H. All open trenches shall be barricaded and secured at all times during working, and non-working hours.

Section 5.02 Permissible Working Days and Hours

A. Work may be conducted during normal working hours between the hours of 7:00 A.M. and 4:00 P.M. Monday through Friday.

B. Work conducted at any hour during Saturdays or Sundays must be requested by written notification to the Construction Manager at least 24 hours in advance.

C. Conform to Section 00700 for required payment for Inspector's services performed during overtime hours.

D. Contractors will continuously, and on a daily basis, clean up debris and spoils related to the work of their Bid Packages.

Section 5.03 Workers – Dress and Conduct

A. Contractors shall ensure that workers on the project shall wear appropriate clothing, including work-boots and pants (no shorts or tank-tops), and not displaying drug or alcohol related artwork or verbiage of any kind.

B. Contractors shall ensure that workers shall not use or consume alcohol, illegal drugs, or tobacco products of any kind nor use profanity while working on or near the school site.

C. Radios will not be allowed on site.

D. Contractors shall not communicate or have any kind of contact with the students or faculty on or near the school site.

E. Violation of these requirements shall be grounds for immediate removal of the individual(s) from the project site.

ARTICLE 6: COORDINATION

A. Each Contractor shall coordinate scheduling, submittals and work with the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Prior to commencement of a particular type of work, examine existing conditions, planned work, relevant information, contract documents and subsequent data issued for the project.

C. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate with work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements and installation of mechanical and electrical work, which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts, and conduits, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate location of fixtures and outlets with finish elements.

F. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions.

G. Closing up of walls, partitions or furred spaces, backfilling and other covering up operations shall not proceed until inspections of all enclosed or covered work have been completed. Verify before proceeding.

H. Coordinate completion and clean up of work with other sections in preparation for final inspection and Completion.

I. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with the Contract Documents, to minimize disruption of Owner's activities.

J. Coordinate all utility company work in accordance with the General Conditions and requirements of individual Specifications Sections.

ARTICLE 7: INTERRUPTION OF EXISTING UTILITY SERVICES

A. When it is necessary to interrupt any existing utility service to make connections, a minimum of 48 hours advance notice shall be given the District and the Construction Manager. Interruptions in utility services shall be of the shortest possible duration for the work at hand and shall be approved by the Construction Manager.

B. In the event any utility service is interrupted without the required 48 hours notice, then the Contractor shall be financially liable for all damages suffered by the District due to the unauthorized interruption.

ARTICLE 8: VERIFICATION OF EXISTING CONDITIONS

A. It is the responsibility of the Contractor to examine the site of the work and after investigation to decide for themselves the character of the materials, equipment and utilities to be encountered and all other existing conditions affecting the work. It is also his responsibility to provide sufficient costs to cover the provisions of all items of work under the existing conditions referred to herein.

B. Contractor, by submitting a bid, is acknowledging that he / she has made a thorough inspection of the project sites and that contractor has made a detailed comparison between the exiting conditions on the site and those indicated within the Contract Documents.

C. All Bidders are required to submit with their bids the completed "SITE VISIT CERTIFICATION" to be attached to their Bid Form.

END OF SECTION

SECTION 01015

CONTRACTOR'S USE OF PREMISES

PART 1 – GENERAL

1.01 SUMMARY

A. This Section applies to all situations in which the Contractor or its representatives including, but not limited to, employees, subcontractors of any tier, suppliers, and field engineers, who enter the school campus (job-site) Contractor shall coordinate its use of the premises under the direction of the District's representative.

1.02 RELATED WORK

A. Documents affecting work of this Section include, but are not limited to, the General Conditions, and Sections in Division 01 of these Specifications.

1.03 QUALITY ASSURANCE

A. Promptly upon award of the Contract, notify all pertinent personnel regarding the requirements of this Section.

B. Require that all personnel who will enter the school campus certify their awareness of and familiarity with the requirements of this Section.

1.04 ACCESS TO THE JOB SITE

A. As instructed by the Construction Manager, Contractor shall restrict its representatives to the access route and to the immediate work areas at the Site, or as otherwise directed by the Construction Manager.

1. Deliver materials, tools and equipment to the Site as directed by the Construction Manager.

2. Contractor's representatives shall enter the work area as directed by the Construction Manager and shall not go beyond the work area limits.

B. Contractor shall in no way block driveways and entrances to the work site. Use of such accesses will only be for the purposes of delivery and/or removal of materials, equipment, tools, vehicles, and rubbish and debris.

C. Such accesses shall be kept free of obstructions and maintained in a safe condition at all times during the performance of the Contract.

1.05 PARKING

A. Limited parking of the Contractor's vehicles will be allowed on the work site for the purposes of unloading materials and equipment. Areas for parking for Contractor's personnel will be within the lay down area only as designated by the Construction Manager.

1.06 STORAGE

A. Project materials shall only be stored in areas designated by the Construction Manager.

B. Contractor shall assume full responsibility for the protection and safekeeping of products, tools and equipment under this Contract stored on Site.

C. Contractor shall move any stored products under Contractor's control which interfere with the operation of the District.

D. Contractor is responsible for obtaining and paying for the use of any additional storage or work areas needed in the performance of the Work.

1.07 USE OF SANITARY FACILITIES AND UTILITIES

A. Contractor shall provide sanitary facilities and utilities for Contractor's representatives during the performance of the Work as defined by the Summary of Work. Use of District facilities and utilities is not permitted unless otherwise directed by the District or as otherwise provided in the Contract Documents.

1.08 SECURITY AND WORKERS CONDUCT

A. Contractor is responsible for ensuring proper identification and appropriate conduct of its representatives at all times while on school grounds. Any instances of improper conduct by the Contractor's representatives will result in having such persons immediately removed from the school grounds and terminated from the Project.

B. No Contact with Students: Contractor's representatives shall not have unauthorized direct contact with the District's students during the performance of the Work in compliance with Educational Code §§45125.1 and 45125.2. To ensure these provisions, Contractor shall comply with SECTION 00418 FINGERPRINTING PROCEDURES and perform the following:

1. All Contractors are responsible for the behavior of their employees, subcontractors, and consultants whether or not such persons are required to be cleared through the Department of Justice (DOJ).

2. All personnel, upon entering any school campus, must report to the principal's office to notify the principal and/or office staff that they will be working on campus.

3. The Contractor's employee responsible for site supervision must have submitted a fingerprint identification card to the DOJ and have proof of clearance in the form of an affidavit, accompanied by a copy of the verification of clearance received from DOJ, filed in the District's Human Resources Office prior to the start of work.

4. Such designated employee shall continually monitor and supervise Contractor's representatives for compliance with this Section. Any person found to be in unauthorized contact with students will be terminated from the Project.

5. Where contact with students is unavoidable, the Contractor shall explain in writing to the District and shall be responsible for ensuring compliance with the requirements of Education Code §45125.2. Contractor shall provide to the District a list of the names of all such individuals who may come in contact with students during the performance of the Work.

6. Contractor shall erect and maintain a physical barrier around the storage and work areas as needed to limit contact between its representatives and District students. Barrier shall consist of a temporary six-foot high chain link fence with windscreen attached, the location of which is to be coordinated with the District.

C. Tobacco, Alcohol, and Firearms: In accordance with federal, state and local regulations, Contractor's representatives are not permitted to smoke or otherwise consume tobacco, consume alcoholic beverages or any illegal substance, or carry firearms in any area of the school grounds, including parking lots and adjacent sidewalks. Any person caught violating such regulations is subject to arrest by local authorities.

D. In accordance with District policy, Contractor's representatives are required to observe appropriate dress and language while on school grounds. Clothing which covers all tattoos must be worn at all times.

1.09 PROTECTION

A. Where necessary for the safety of the public and to insure no contact with students, provide and maintain adequate protection, fences and/or barricades to separate work areas from other public areas, as directed by the District or other authorities having jurisdiction. All such protection shall remain in place during the performance of the Work or as otherwise directed by the District.

B. Protection of Existing Improvements: Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements indicated to remain in place. Protect improvements on City/County properties as well as those on District property. Restore any improvements damaged by this work to their original condition as acceptable to the District or other authorities having jurisdiction.

C. Protection of New Improvements: Schedule work and provide security as needed to protect the new work from graffiti and vandalism.

D. Protection of Building and Classroom Furnishings: Maintain existing buildings in a weather-tight condition throughout the performance of the Work. Protect all furniture, equipment, and furnishings as necessary to prevent damage. Unless otherwise directed by the District, any furniture moved during the course of the workday must be restored to its original position each day prior to leaving the Site.

1.10 NOISE CONTROL

A. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities.

B. The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Construction equipment noise is subject to the control of the Noise Control Program of the Environmental Protection Agency (EPA) (Code of Federal Regulations, Title 40, Part 204).

C. If school is in session at any point during the performance of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the school, the District may request the Contractor to reschedule the Work or make other arrangements so that the Work does not cause such disruption or disturbance.

1.11 DUST CONTROL

A. Maintain all areas of the work site, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust in general as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to District students and personnel. Contractor shall take specific care to avoid deposits of airborne dust or other elements that may accumulate on top of equipment, on walls, floors, furniture and/or any other permanent or movable items. Contractor shall be solely responsible to clean up and remove any and all deposits of dust and other elements.

B. Prior to commencing the Work, Contractor shall determine the probabilities of creating such an environment and provide all of the necessary protective equipment and/or items to contain the dust or airborne elements under a complete and secured control. Such protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable State and/or Federal regulations.

C. If school is in session at any point during the performance of the Work, and, in the District's reasonable discretion, the airborne elements from any Work disrupts or disturbs the students or faculty or the normal operation of the school, the District may request the Contractor to reschedule the Work or make other arrangements so that the Work does not cause such disruption or disturbance.

1.12 REPAIR OF DAMAGES

A. Repair or replace any damage to existing construction, including damage to walls and floors, as caused by the Contractor's operations, at Contractor's expense with no extension of the Contract Time.

B. Repair or replace damaged work with new materials as necessary to restore the damaged areas or surfaces to a condition equal to and matching such conditions existing prior to the damage to the full satisfaction of the District.

C. Repair any damaged item or part thereof and professionally clean any and all items that might become covered or partially covered by dust and other airborne elements, at Contractor's expense with no extension of the Contract Time.

END OF SECTION

SECTION 01105
PHASING OF THE WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Requirements for phasing of work, required submittals related to project phasing, and intermediate milestones.

1.02 RELATED SECTIONS

A. Section 01010: Summary of Work

B. Section 01310: Project Coordination and Meetings

C. Section 01322: Construction Project Schedule

D. Section 01500: Temporary Facilities and Controls

E. Section 01710: Cleaning

F. Section 01712: Field Engineering

G. Section 01739: Cutting and Patching

H. Section 01770: Closeout Procedures

I. Section 02200: Storm Water Pollution Prevention Plan

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.01 SUBMITTALS

A. All Bid Package Contractors shall conduct a meeting to coordinate site logistics. The Bid Package 1 Contractor shall be responsible for developing and submitting a Project Site Logistics Plan in accordance with the requirements of this Section.

3.02 LOGISTICS

A. Prior to commencement of Work, Bid Package 1 Contractor shall prepare and submit to Construction Manager, a detailed Project site Logistic Plan, in same size and scale of Drawings, setting forth Contractors' plan of work. Plan shall be signed and agreed to by each Bid Package Contractor. Plan shall include, but is not limited to, the following items:

1. Haul route in accordance with local ordinances to and from Project site.

2. Identification of any overhead wire restrictions for power, street lighting, telecommunications or cable.

3. Local sidewalk access and street closure requirements.

4. Protection of sidewalk pedestrians and vehicular traffic.

5. Project site fencing and access gate locations and site signage.

6. Construction parking.

7. Material staging or delivery areas.

8. Material storage areas.

9. Temporary trailer(s) locations.

10. Temporary service location, proposed routing of all temporary utilities.

11. Location of temporary or accessible fire protection

12. Trash removal and location of dumpsters.

13. Concrete pumping locations.

14. Crane locations.

15. Location of portable sanitary facilities.

16. Concrete mixer truck washout locations.

17. Traffic control signage.

18. Perimeter and site lighting.

19. Storm Water Pollution Prevention Plan – SWPPP

20. Stockpile or lay down areas.

21. Security lighting

22. Site Signage

B. Revised Project Site Logistic Plan may be required by Construction Manager for separately identified phases and segments of Work as set forth in this Section.

C. Contractor(s) is/are responsible for securing and/or obtaining all approvals and permits from authorities having jurisdiction relative to any activities set forth in Section 3.02 A above

3.03 PHASING OF THE WORK

A. Project will be constructed in separate multiple phases, as identified in this Section or Contract Documents. Unless otherwise approved or directed by District and Construction Manager, each phase shall be completed according to approved Baseline Schedule prior to commencement of subsequent phase. Contractor shall incorporate into the Phasing and Construction Schedule related work under separate contracts.

B. Contractor shall install all necessary Work for, but not limited to, power, lighting, signal, HVAC, drainage, and plumbing systems in a specific work phase or segment before the specific work phase/segment is considered complete. All valves, pull boxes, stub outs, temporary capping, and other Work necessary for phased completion and operation of all necessary systems shall be provided whether or not such Work is specifically identified in Contract Documents. Contractor is responsible to secure power or provide adequate source of temporary power to guarantee uninterrupted use, and normal operation of completed segments of the work.

3.04 PHASING OF THE WORK – GENERAL

A. Contractors shall prepare Construction Schedule in order to complete Work and related activities in accordance with Milestones as set forth below. Contractors shall include all costs to complete all Work within Milestones or Contract Time.

B. The District will be seriously damaged by not having all Work completed within Milestones or Contract Time. It is mandatory Work be complete within Milestones or Contract Time.

C. Phases of the work are intended to be in progress concurrently up to their individually designated completion Milestones.

D. Contractor to include one float day for District's Ground Breaking Ceremony as noted per Section 01322.

Phase 1A –Notice to Proceed

Phase 1B - Mobilization:

Work to start immediately following issuance of Notice to Proceed. Work shall include the delivery and set up of temporary field offices for Construction Manager and IOR, installation of temporary power, phone, and water, construction of laydown area, temporary parking lot, temporary site fencing, etc.

Phase 2 - Submittals:

Segment 2 A- Critical Submittals

Work to start immediately following issuance of Notice to Proceed and shall completed within +21 days from Notice to Proceed. All critical submittals shall be provided as required by the Specifications before completion of this phase to include: Baseline Schedule per section 01310, DSA Deferred Fire Sprinkler Submittal, Site Logistics Plan, Storm Water Pollution Prevention measures, Contractors Safety Plan.

Segment 2 B- All Other Submittals

Work to start immediately following issuance of Notice to Proceed and shall completed within +35 days from Notice to Proceed. All submittals shall be provided as required by the Specifications before completion of this phase

Phase 3 – Site Construction:

Segment 3 A- Site Clearing and Demo

Work to start immediately following Notice to Proceed and shall be completed within +25 days from issuance of Notice to Proceed. Site Clearing and Demo includes demolition and removal of all existing site features scheduled to be demolished including underground utilities.

Segment 3 B- Certified Pads

Work shall be completed within +56 days from Notice to Proceed. Certified Pads includes all overexcavation and recompaction of building pads, completed compaction testing, survey of building corners, and acceptance of the pad by the ARCHITECT.

Segment 3 C- Off Site Work

Work shall be completed within +130 days from Notice to Proceed. Work includes the completion of all utility tie-ins and underground, demo and reconstruction of existing curb, gutter, sidewalk, curb cuts, ramps, drives, and paving.

Segment 3 D- Complete Site Utilities

Work shall be completed within +160 days from Notice to Proceed. Work includes the completion of all site utilities including water, fire water, storm drain, sewer, gas, electrical, and signal to within five feet of the building perimeter including connection to off-site utility service.

Segment 3 E- Complete Fine Grading

Work shall be completed within +305 days from Notice to Proceed. Work includes the completion of all compaction and grading activities to subgrade and finished elevations to within 1/10" of design elevations and acceptance of same by ARCHITECT. Work also includes completion of retention basin.

Segment 3 F- Complete Impervious Paving

Work shall be completed within +390 days from Notice to Proceed. Work includes the completion of first lift of asphalt paving and all curb, gutters, cross gutters, dikes, walks, ramps, stairs, etc.

Phase 4 – Building Construction:

Segment 4 A- Complete Buildings D, E, F

Work shall be completed within +295 days from Notice to Proceed. Work includes the completion of all work at these buildings and acknowledgement by the ARCHITECT that buildings are complete and ready for punchlist.

Segment 4 B- Complete Buildings A, B

Work shall be completed within +350 days from Notice to Proceed. Work includes the completion of all work at these buildings and acknowledgement by the ARCHITECT that buildings are complete and ready for punchlist.

Segment 4 C- Complete Buildings C, K

Work shall be completed within +390 days from Notice to Proceed. Work includes the completion of all work at these buildings and acknowledgement by the ARCHITECT that buildings are complete and ready for punchlist.

Phase 5- Construction Completion:

Segment 5 A- Startup, Commissioning, and Punchlist

Work shall be completed within +410 days from Notice to Proceed. Work includes the startup and commissioning of all systems including plumbing, HVAC, electrical, and low-voltage systems and acceptance by the ARCHITECT. Work also includes completion of all punchlist items and acceptance of same by ARCHITECT.

Segment 5 B- Project Documentation

Work shall be completed within +440 days from Notice to Proceed. Work includes the completion of all project closeout documentation and submittals and acceptance of same by ARCHITECT.

3.05 PROGRESS AND COMPLETION OF THE WORK

A. Progress 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.

B. Substantial Completion. Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents, including but not limited to start-up and testing, so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Architect, and the District's Inspector upon request by the Contractor in accordance with the Contract Documents Section 01770 Closeout Procedures. The good faith and reasonable determination of Substantial Completion by the District's Inspector and the Architect shall be controlling and final.

C. Correction or Completion of the Work After Substantial Completion. Upon achieving Substantial Completion of the Work, the District, the District's Inspector, the Construction Manager, the Architect and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work (punch list) to be corrected or completed by the Contractor. The exclusion of, or failure to include, any item on such list 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. In the event that the Contractor shall fail or refuse, for any reason, to complete all punch list items within the Contract Time, Contractor shall be subject to assessment of Liquidated Damages in accordance with the specifications. If the Contractor fails or refuses to complete all items of the Work within the Contract Time, the District may, in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of such items of the Work, 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 items of the Work, 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 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.

D. 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 punch list items noted upon Substantial Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the Architect and the District's Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the District's Inspector and the Architect shall be controlling and final.

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

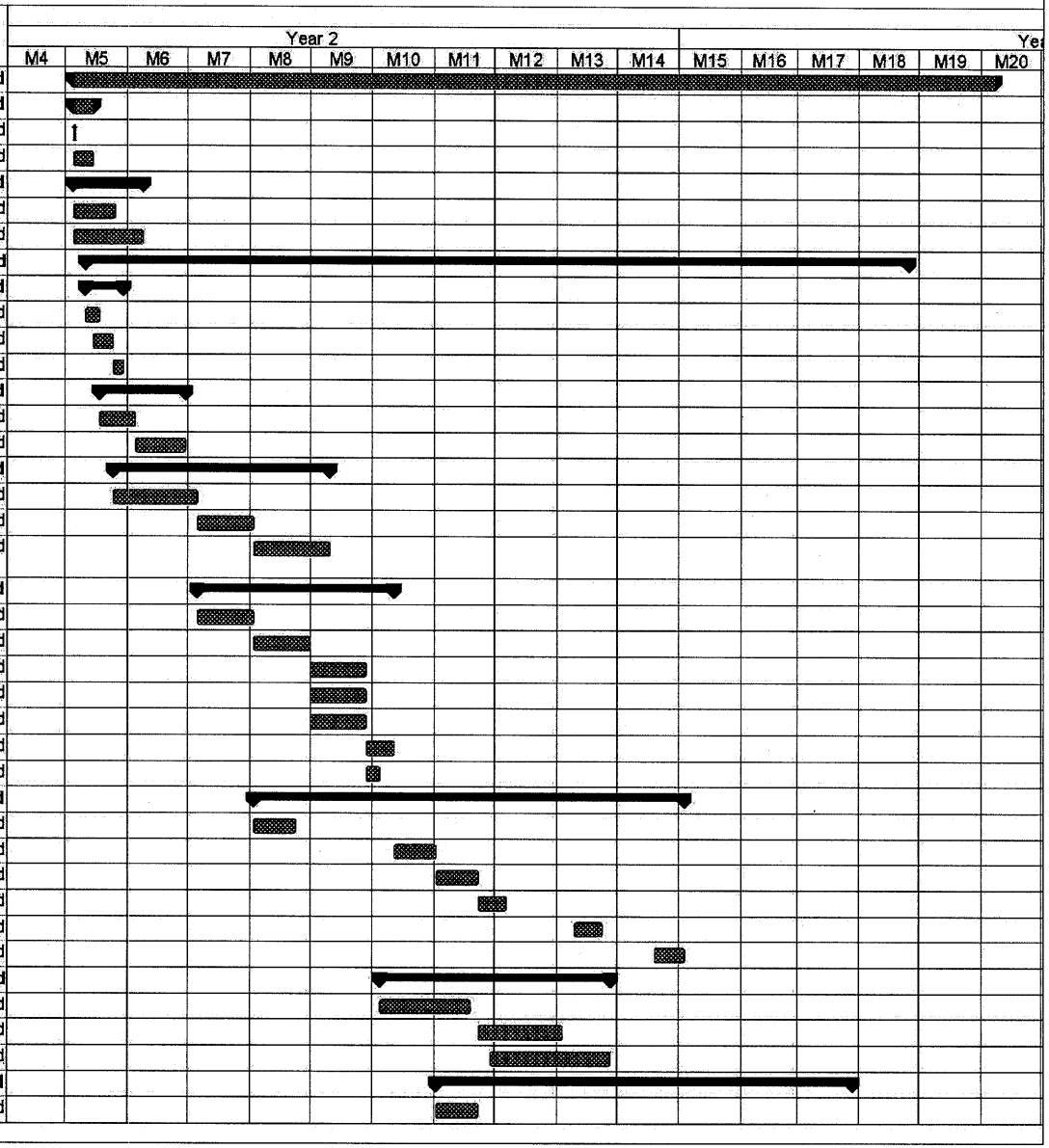
F. Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Trustees. Such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Trustees after the determination of Final Completion. The commencement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

END OF SECTION

(Preliminary Phasing Schedule Attached)

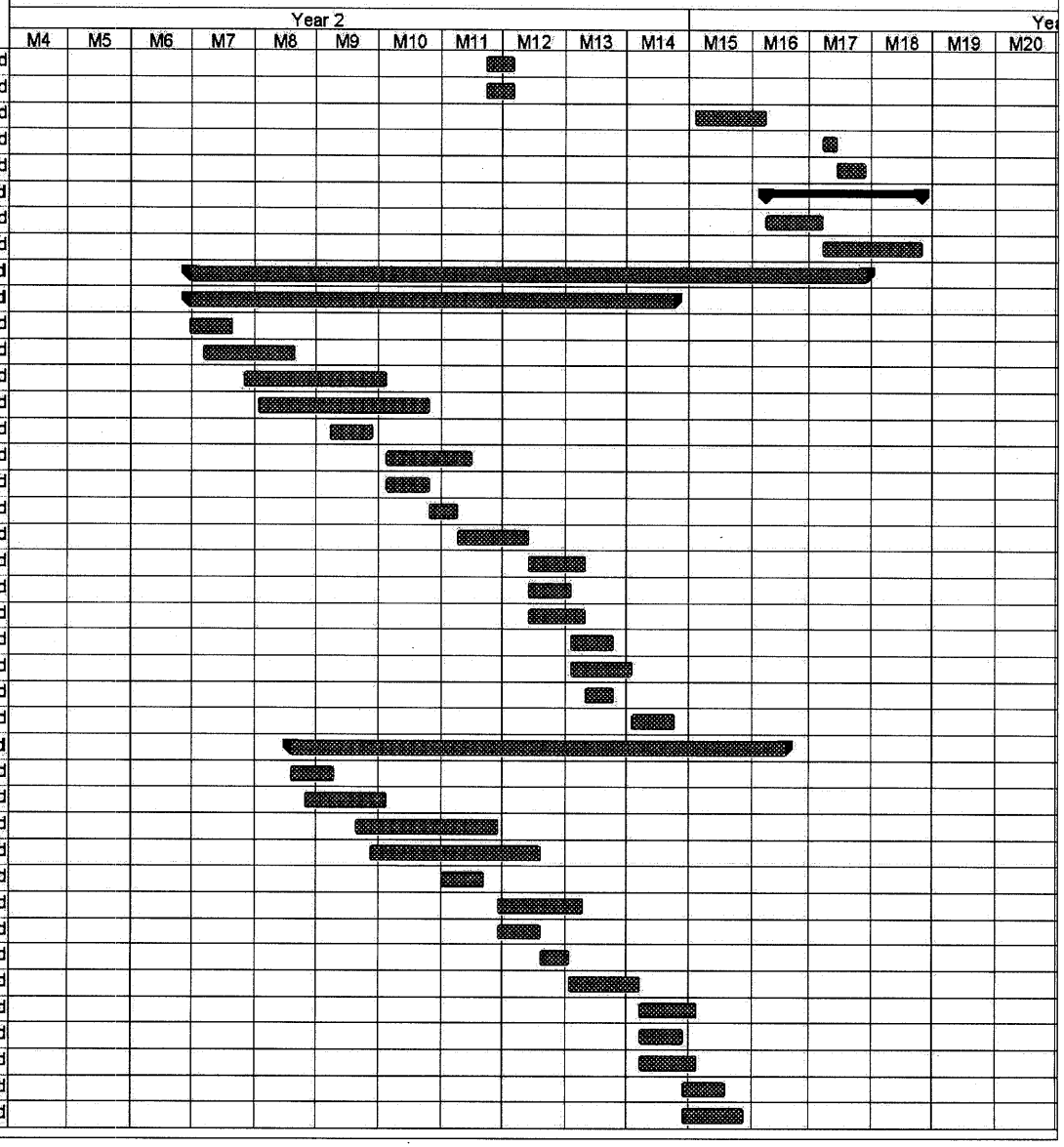
San Bernardino City Unified School District
Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
Preliminary Phasing Schedule

Unique ID	Task Name	Duration
10226		460 d
273	**1. Notice to Proceed**	10 d
124	NTP for Construction Start	1 d
274	Mobilization & Temp Facilities	10 d
22	**2. Submittals & Procurement**	35 d
159	2A. Critical Submittals	21 d
23	2B. Submittals	35 d
64	**3. Site Construction**	411 d
161	**3A. Site Clearing and Demo**	19 d
180	Clear site	7 d
181	Demo existing streets	10 d
182	Demo existing utilities	5 d
164	**3B. Certified Pads**	43 d
183	Overexcavate building pads	18 d
184	Rough grading	25 d
260	**3C. Off Site Work**	108 d
259	Off site utilities	42 d
263	Demo existing street improvements	28 d
258	Off site curb, gutter, and street improvements	38 d
163	**3D. Site Utilities**	98 d
188	Site storm drain	28 d
187	Site sewer	28 d
186	Site water	28 d
190	Site fire water	28 d
189	Site power & communications	28 d
185	Site gas	14 d
192	Transformer pad and gear	7 d
162	**3E. Fine Grading**	215 d
197	Retention basin	21 d
195	Grade parking lot	21 d
196	Grade play fields	21 d
198	Grade around buildings D, E, F	14 d
194	Grade around buildings A, B	14 d
193	Grade around buildings C, K	15 d
272	**3G. Site Structures**	115 d
265	CMU site enclosures	45 d
267	Site fencing	42 d
266	Free standing shade structures	60 d
165	**3F. Impervious Paving**	208 d
203	Concrete curb and gutter	21 d



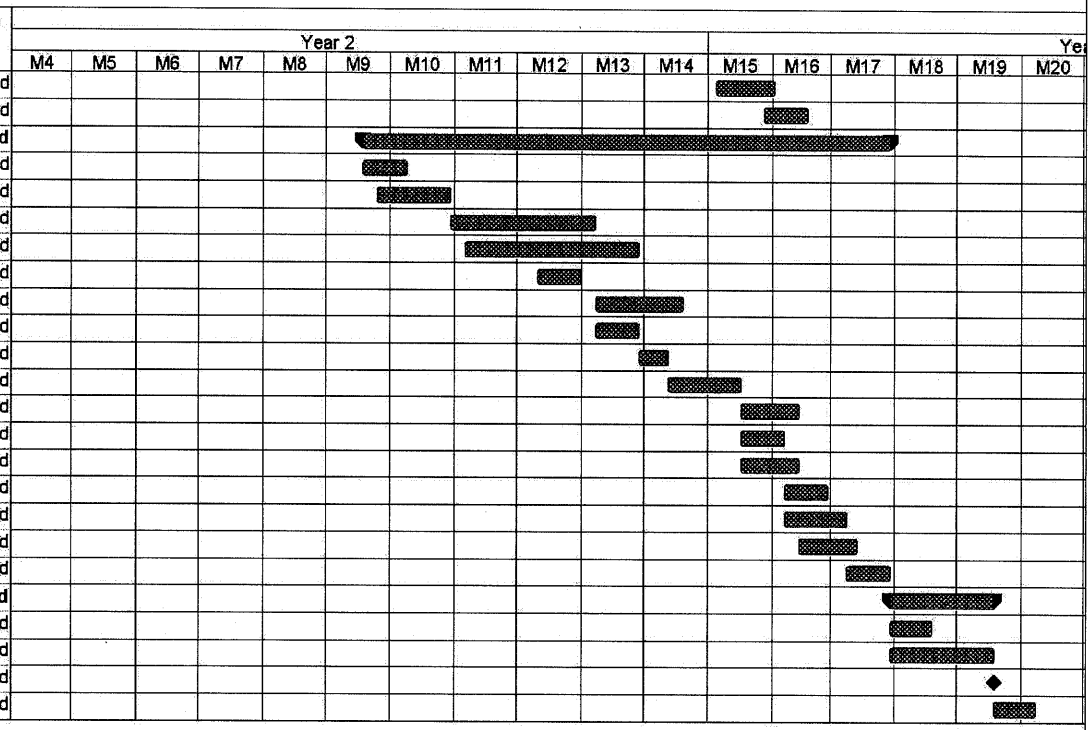
San Bernardino City Unified School District
Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
Preliminary Phasing Schedule

Unique ID	Task Name	Duration
202	Base and 1st layer parking lots	14 d
201	Play field base and paving	14 d
200	Site walks, stairs, ramps and courtyard	35 d
270	Final Paving	7 d
269	Striping, signs, parking bumpers	14 d
271	**3F. Landscaping**	**77 d**
207	Irrigation	28 d
204	Landscaping	49 d
171	**4. Building Construction**	**334 d**
170	**4A. Buildings D, E, F**	**239 d**
179	Rough-in MEP underground	21 d
178	Footings and slabs	45 d
177	Rough framing	70 d
176	Rough-in building MEP	84 d
213	Hollow metal frames	21 d
210	Plaster	42 d
209	Flashing, sheet metal, and roofing	21 d
208	Insulation	14 d
212	Drywall	35 d
217	Ceramic Tile	28 d
175	Suspended acoustical ceilings	21 d
215	Painting	28 d
216	MEP trim	21 d
218	Casework	30 d
219	Specialties	14 d
214	Flooring	21 d
169	**4B. Buildings A, B**	**244 d**
256	Rough-in MEP underground	21 d
255	Footings and slabs	40 d
254	Rough framing	70 d
253	Rough-in building MEP	84 d
252	Hollow metal frames	21 d
251	Plaster	42 d
250	Flashing, sheet metal, and roofing	21 d
249	Insulation	14 d
248	Drywall	35 d
247	Ceramic Tile	28 d
246	Suspended acoustical ceilings	21 d
245	Painting	28 d
244	MEP trim	21 d
243	Casework	30 d



San Bernardino City Unified School District
Roosevelt II (Henry) Elementary School
New Elementary School Construction Project
Preliminary Phasing Schedule

Unique ID	Task Name	Duration
242	Specialties	28 d
241	Flooring	21 d
168	**4C. Buildings C, K**	**254 d**
239	Rough-in MEP underground	21 d
238	Footings and slabs	35 d
237	Rough framing	70 d
236	Rough-in building MEP	84 d
235	Hollow metal frames	21 d
234	Plaster	42 d
233	Flashing, sheet metal, and roofing	21 d
232	Insulation	14 d
231	Drywall	35 d
230	Ceramic Tile	28 d
229	Suspended acoustical ceilings	21 d
228	Painting	28 d
227	MEP trim	21 d
226	Casework	30 d
225	Specialties	28 d
224	Flooring	21 d
130	**5. Closeout**	**50 d**
172	5A. Startup, Commissioning, Punchlist	20 d
173	5B. Project Documentation	50 d
77	Project Completion	0 d
275	Rain Days	20 d



SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Allowances which the Contractor shall provide for designated construction activities in the Work and in this bid.

1.02 RELATED DOCUMENTS

A. The Conditions of the Contract and other section of Division 01 apply to this section as fully as if repeated herein.

1.03 DESCRIPTION OF REQUIREMENTS

A. Definitions and Explanations: Certain requirements of the construction related to each allowance are indicated and specified. The allowance has been established by the Owner and represents selection by the Owner of selected designated portions of the work specified and shown.

B. Types of allowance scheduled herein for the Work include lump sum cash allowances. Include all allowances in Contract sum, and identify all allowances in Schedule of Values as separate line items.

C. Selection and Purchase: At earliest feasible date after award of contract, advise the Construction Manager of scheduled date when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the Work.

1. Establish date by which General Contractor must enter into contract and coordinate with sub-contractor responsible for work defined by allowance.

2. Establish date by which final list of products must be established for purchase of products and systems as specifically selected by the District.

1.04 DEFINITIONS AND DESCRIPTION OF REQUIREMENTS

A. Cash Allowance Criteria

1. The Allowance is used only as directed by the Owner.

2. The Allowance is used exclusively for the Owner's purposes and for the defined scope of work.

3. The sub-contractor will prepare detailed breakdown of all costs associated with the work defined for the allowance. These amounts will be charged against the Allowance by Change Order, based on final detailed payment receipts and back-up as required by Architect, and will include all direct costs of work performed under the defined work scope.

   a. Contractor shall obtain quotes for equipment from three separate vendors and present to District for consideration and selection.

4. Contractor shall include in the base bid contract amount all cost of coordination, supervision, bond costs, overhead and profit, supervision, installation and all indirect project costs associated with the work defined. Where allowance amount is not exceeded, no general contractor costs will be permitted to be charged against the allowance amounts specified below.

   a. At project closeout, unused Cash Allowance amounts shall be credited to the Owner by Change Order.

   b. Changes that exceed the amount of each allowance will be processed as a Change Order per Contract Documents.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 SCHEDULE OF CASH ALLOWANCES

Included in the Total Base Bid for each Bid Package are the Allowances identified bellow. Items covered by Allowances shall be provided for such amounts and by such persons or firms as the District may direct.

ALLOWANCE A1:
BID PACKAGE 01 – GENERAL CONSTRUCTION / BUILDING
Unforeseen Conditions and Supplemental Work $175,000

Contractor shall include in their Base Bid an allowance for any additional effort, over and above contract work due to existing conditions, obstructions or unforeseen items encountered which are not readily discernible prior to construction. Allowance will also be used at the District's discretion for any required supplemental work.

ALLOWANCE A2:
BID PACKAGE 02 – SITEWORK (ON-SITE)
Unforeseen Conditions $80,000

Contractor shall include in their Base Bid an allowance for any additional effort, over and above contract work due to existing conditions, obstructions or unforeseen items encountered which are not readily discernible prior to construction.

ALLOWANCE A3:
BID PACKAGE 03 – OFF-SITE IMPROVEMENTS AND ON / OFF-SITE UTILITIES
Unforeseen Conditions $25,000

Contractor shall include in their Base Bid an allowance for any additional effort, over and above contract work due to existing conditions, obstructions or unforeseen items encountered which are not readily discernible prior to construction.

ALLOWANCE A4:
BID PACKAGE 04 – MECHANICAL & PLUMBING
Unforeseen Conditions $35,000

Contractor shall include in their Base Bid an allowance for any additional effort, over and above contract work due to existing conditions, obstructions or unforeseen items encountered which are not readily discernible prior to construction.

ALLOWANCE A5:

BID PACKAGE 05 – ELECTRICAL
Unforeseen Conditions $35,000

Contractor shall include in their Base Bid an allowance for any additional effort, over and above contract work due to existing conditions, obstructions or unforeseen items encountered which are not readily discernible prior to construction.

END OF SECTION

SECTION 01230

ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Definition of bids and procedures for alternate work from that in the base Contract Documents.

1.02 GENERAL REQUIREMENTS

A. Alternates are defined as products, materials, equipment, systems, or other major elements of work which may be used instead of the corresponding items in the base Contract Documents, and which are bid as alternatives to the Base Bid as defined herein and in the Bid Form. Their purpose is to enable the District to compare alternative Agreement Sums for the use of alternates to the Base Bid.

B. The Bid Price for each alternate shall constitute a change, either additive or deductive, in the Agreement Sum from the Base Bid, which is the sum for the Work described in the base Contract Documents. This change in the Agreement Sum shall include all elements of cost necessary to accomplish the Work described in each Alternate, including all required modifications to related work.

C. Each Alternate is identified herein by number and name. This identification shall be used wherever referring to Work described in an Alternate and when submitting cost proposals and payment requests.

D. Selection of the lowest responsible bidder shall be as stated in the "Information for Bidders." Alternates quoted in the Bid will be reviewed and accepted or rejected by the DISTRICT. Accepted Alternates will be identified in the Notice of Award, or by Change Order after award.

E. Changes from the base Contract Documents that are described in Alternates shall be incorporated into Work only when such Alternate is made a part of the Work by specific provision in the OWNER–CONTRACTOR Agreement, if selected by the DISTRICT prior to execution of the Agreement, or by Change Order if selected subsequent to execution of the Agreement.

F. Alternate Bids shall be valid for no less than **one hundred twenty (120)** days, unless otherwise stated in the Bid Form, from the date for receiving bids, and the DISTRICT may select any or all Alternates during that time, either by provision in the OWNER-CONTRACTOR Agreement or by Change Order.

G. When Alternates are incorporated into the Work, the Contractor shall make all modifications to the Work necessary to provide products and systems complete, in place and fully functional, including all labor, equipment, services, general conditions and incidental consumables, in accordance with all applicable requirements of the Drawings and Specifications.

H. In the event any Alternate(s) is accepted, all work associated with said Alternate(s) shall be completed within the original Construction Duration. No extension of time will be granted.

I. In the event no alternates are specifically identified within this specification section or listed on the formal Bid Form, any work noted or called out as an alternate in the drawings or subsequent specification sections will be considered to be part of this contract and shall be included in the Total Base Bid for the project.

1.05 SCHEDULE OF ALTERNATES

A. ALTERNATE #1: ADDITIVE
Learning Walls / Added Casework / HP Laminate at Casework

1. Add learning walls / casework (as shown) at all classrooms in Buildings D, E, and F. A total of 24 locations. Learning walls / casework shall consist of 1 ea WI 531, 3 ea WI 112, 3 ea WI 310, 1 ea WI 402, 1 ea WI 230, 1 ea WI 102, 1 ea WI 270 with all associated hardware and accessories. Base Bid shall include all other casework shown in classrooms, backing for learning walls, and a finished wall surface where learning wall is shown.

2. Add High Performance laminate at all casework semi exposed surfaces. Base Bid shall include melamine at all casework semi exposed surfaces.

B. ALTERNATE #2: DEDUCTIVE
Tack Wall Surface at Classrooms and Entire Campus

1. Delete tack wall surfacing (vinyl wall covering) throughout all Buildings of the campus. Base Bid shall include tack wall surfacing (vinyl wall covering). Alternate work shall include finishing and painting of walls in lieu of surfacing.

C. ALTERNATE #3: ADDITIVE
Solar Tubes including Structural and Architectural Modifications

1. Add solar tube skylights (as shown) at all locations shown. Includes all necessary structural and architectural modifications required at roof and ceiling for a complete installation. Base Bid shall include no skylights with a solid roof and ceiling system.

D. ALTERNATE #4: ADDITIVE
Louver Blinds / Stage Curtains

1. Add louver blinds (as shown and indicated in section 12492) at all locations. Base Bid shall include no blinds.

2. Add stage curtain system at room C-8 as shown and indicated in section 12495 including track and valance. Base Bid shall include framed and finished opening.

E. ALTERNATE #5: ADDITIVE
Playground Equipment / Play Surfacing / Monuments Signs

1. Add Playground Equipment, Sport Court Equipment, and Custom Play Structures to campus as shown and as identified in specification section 02881 Playground Equipment. Base Bid shall include Site Furnishings (Bike Racks) only as identified under this section.

2. Add play surfacing to campus as shown and as indicated in specification sections 02792 Playground Surfacing - Locking Rubber Tiles. Base Bid shall include asphalt surfacing at these areas as required for the installation of the Playground Surfacing.

3. Add two monument signs (2 locations) at North West and South West locations shown. Including all templates, footings, and accessories required for a complete installation. Base Bid shall include 1 monument sign located at South East location.

F. ALTERNATE #6: ADDITIVE
Video Surveillance System Infrastructure

1. Add 2" diameter pathway from MDF to each building, underground, and running pathway into building, in end wall, concealed and stubbed up above the ceiling for use for future security/surveillance monitoring equipment. Base Bid shall not include any Video Surveillance infrastructure work.

PART 2 PRODUCTS (Not applicable)

PART 3 EXECUTION (Not applicable)

END OF SECTION

SECTION 01250

SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Procedural requirements for product or execution substitutions.

1.02 RELATED REQUIREMENTS

A. Submittal Procedures

1.03 SUBSTITUTIONS

A. Formal requests must be made for substitutions of products or work processes in place of those specified, in accordance with the General Conditions.

B. It is the intent of the DISTRICT and ARCHITECT to have this Project constructed with materials, products and systems originally designed and specified for the Project. This opportunity to request substitutions is not for the convenience of bidders or Contractors to submit bids for materials, products and systems which may be more familiar to them or have a lesser cost. DISTRICT shall receive full benefit of any cost reductions as a result of any request for substitution.

C. Requests for substitutions must be expeditiously forwarded for consideration in accordance with the General Conditions.

D. Notification of decisions concerning acceptance or rejection will be in writing, and are final without need for clarification.

E. Submit a separate request for each substitution, using the Substitution Request Form included in this Section (five (5) copies). Support each request with an explanation for the request, and include:

1. Complete data substantiating compliance of proposed substitutions with requirements stated in Contract Documents:

    a. Product identification, including manufacturer's name and address.

    b. Manufacturer's literature, including product description, reference standards, performance and test data.

    c. Samples, as applicable

    d. Name and address of similar projects on which product has been used and date of each installation, as well as servicing agency and installer.

2. Itemized comparison of the proposed substitution with products specified, listing significant variations.

3. Data relating to changes in the construction schedule, if any.

4. Effect of substitution on separate contracts, if any.

5. Any effect of substitution on in-place construction or other materials and systems to be installed.

6. Accurate cost data comparing proposed substitution with product specified.

7. Designation of required license fees or royalties.

8. Designation of availability of maintenance services and sources of replacement materials.

F. Substitutions will not be considered for acceptance when:

1. Lesser material cost is the sole reason for request.

2. They are indicated or implied on shop drawings or product data submittals without formal request.

3. Acceptance may require revision of Contract Documents.

G. Substitute products shall not be ordered or installed without written acceptance and authorization of DISTRICT, ARCHITECT and the Division of State Architect.

1.04 REGULATORY REQUIREMENTS

A. It shall be the responsibility of the entity requesting the substitution to obtain all regulatory approvals required for proposed substitutions, including any additional agency review fees.

B. Substitutions of materials or work procedures which affect the health, safety disabled access and welfare of the public shall have prior approval of the Division of the State Architect (DSA field representative).

C. All costs incurred by the DISTRICT in obtaining regulatory approvals for proposed substitutions, including the costs of the ARCHITECT and any authority having jurisdiction over the project, shall be reimbursed to the DISTRICT by the Contractor. Costs of these services shall be reimbursed regardless of final acceptance or rejection of substitution.

1.05 REPRESENTATIONS

A. In making a legitimate, authorized formal request for substitution, represent that:

1. A thorough investigation has been made of the proposed product or process, and it has been determined that it is equal to or superior in all respects to that specified.

2. The same warranties or bonds and guarantees will be provided as for the product specified.

3. Installation of the accepted substitution will be coordinated with the Work; and changes to work in-place, ordered materials and products, or other work to be performed prior to installation of the requested substitutions, will be performed without any additional cost to DISTRICT.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION (Form Attached)

SUBSTITUTION REQUEST FORM

To (ARCHITECT):

Date:

Project Name:
Architect's Project No.:
DSA Application No.:
DSA File No.:

The undersigned requests consideration of the following substitution:

Specified Item: _____ _____ _____ _____
Section Page Paragraph Description

Proposed Substitution:

_____

_____

_____

Statement of Cause:

_____

_____

_____

We have attached the following for your use (check box):

Product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the requests; applicable portions of the data are clearly identified.

Complete documentation of all regulatory approvals required by the Contract Documents for the proposed substitution.

Itemized comparison of proposed substitution with that of the specified product.

Detailed cost summary of the change to the Contract Sum (if no change, state so).

Evaluation of the effect of the proposed substitution on the construction schedule.

Description of changes to the Contract Documents which proposed substitution will require for its proper installation.

Manufacturer's Warranty comparison between the specified manufacturer and the proposed manufacturer.

The undersigned states that the following paragraphs, unless modified on the attachments, are correct:

1. The proposed substitution does not affect dimensions shown on the Drawings.

2. The undersigned will pay all costs for changes to the building design, including architectural or engineering design, detailing, and construction costs caused by the requested substitution.

3. The proposed substitution will have no adverse effect on other trades or specified warranty requirements.

4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance and quality of the proposed substitution is equivalent or superior to the specified item.

Submitted By:

Signature: _____ Firm: _____

Address: _____

Telephone: _____ Date: _____

SECTION 01305

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Section covers general requirements for codes and standards pertaining to the Work and is supplementary to the codes and standards mentioned or referenced elsewhere in the Contract Documents.

1.02 CODES AND STANDARDS:

A. Requirements of Regulatory Agencies: Pertaining ordinances, laws, rules, codes, regulations, standards, and orders of public agencies having jurisdiction of the Work are intended wherever reference is made in either the singular or plural to Code or Building Code except as otherwise specified, including, but not limited to, those in the following listing. Contractor shall make available at the site such copies of the listed documents applicable to Work as Architect or District may request, including mentioned portions of the California Code of Regulations (CCR).

1. California Administrative Code (CAC).
2. CCR, Title 5, Education Code.
3. CCR,Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Safety Orders (CAL/OSHA).
4. CCR,Title 19, Public Safety Code.
5. CCR. Title 21, Public Works Code.
6. CCR,Title 24, California Building Code (CBC), 2010 Edition.
7. CCR, Title 24, California Mechanical Code (CMC), 2010 Edition.
8. CCR, Title 24, California Plumbing Code (CPC), 2010Edition.
9. CCR, Title 24, California Electrical Code (CEC), 2010 Edition.
10. CCR, Title 24, California Energy Code, 2010 Edition.
11. CCR, Title 24, California Fire Code (CFC), 2010 Edition.
12. National Fire Protection Association (NFPA) with California Amendments.
13. State and Local Public Health Codes.
14. All other laws, regulations, rules, orders, codes, and ordinances specified in other Sections of these Specifications or bearing on the Work.
15. Americans with Disabilities Act (ADA).
16. Division of the State Architect Interpretation of Regulations (IR)
17. Water Department Standards as included in this section.

B. Standard and Reference Type Specifications:

1. Specifying by reference to standard and reference type specification documents or to another portion of the Contract Documents shall be the same as if the referenced document or portion referred to were exactly repeated at the place where reference is made.
2. In case of conflict between the requirements of regulatory agencies and the referenced standard or reference type specification documents, the Contractor shall conform to the most restrictive requirement if such conformance is legal.
3. The standard or reference type specification documents shall be those of the current issue at the time the Construction Documents Phase, defined in general conditions, is completed, unless otherwise specified. Contractor shall make available at the site such copies of referenced standard or reference type specification documents as the Architect or District may request.

END OF SECTION

(Water Department Standards Attached)

DRAFT

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
WATER SYSTEM INFRASTRUCTURE
INSTALLATION AND CONVEYANCE AGREEMENT

This Agreement is entered into and effective as of _____ by and between Insert Public Entity Name, hereinafter referred to as the "Developer", and the SAN BERNARDINO MUNICIPAL WATER DEPARTMENT hereinafter referred to as the "Department" who agree as follows:

The Developer is the Owner of certain land described as Parcel Map No. Insert Parcel Map Number and as more fully (or further) shown on Exhibit "A" (City of San Bernardino, hereafter referred to as the "City"), approved and recorded Parcel Map No. Insert Parcel Map Number attached hereto. In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the Department's public water system.

In order to provide facilities for a water supply to said land, it is the intention of the parties to this Agreement that the Developer shall furnish and install those water mains, fire hydrants, service laterals, water meters and valves, valve boxes, and all other appurtenant fittings and facilities required for a complete water system to serve the land shown on Exhibit "B".

In order to implement the foregoing and in consideration of the terms and conditions herein contained, the parties further agree as follows:

1. DESIGN

1.1 Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances in accordance with Department-approved final plans, Water Improvement Plans – Parcel Map No. Insert Parcel Map Number, as approved on Insert Approval Date of Water Improvement Plans attached herein as Exhibit "B" and in accordance with the Department-approved design standards and specifications, and the terms and conditions of this Agreement.

1.2 Design shall be by a Professional Engineer registered in the State of California, hereinafter referred to as the "Design Engineer," in accordance with the Department's Rules and

Regulations, the Department's Standards for Water System Preparation and Processing, Standard Specifications for Furnishing Materials, and Standard Drawings herein included by reference, and all other applicable City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations or codes and legal requirements of all government bodies having jurisdiction over said construction and property.

1.3 A copy of the Department's Standards for Water System Preparation and Processing, Standard Specifications for Furnishing Materials, and Standard Drawings are included herein as Exhibit "C".

1.4 The Department, at the Developer's expense, shall review the Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the Department's standards and specifications. The Department reserves the right to add, delete, modify, change, or amend any or all the plans and specifications.

1.5 In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the Department by the Developer.

1.6 The Department makes no warranties as to the correctness, accuracy or completeness of the plans and specifications. The accuracy, adequacy, suitability, and correctness of the Water System Design shall be the sole responsibility of the Developer.

2. CONSTRUCTION

2.1 The Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the Approved Water System Plans, Specifications, and the City of San Bernardino Municipal Water Department's Standard Specifications and Drawings for Construction of Domestic Water Systems (SBMWD Standards).

2.2 The performance of this Agreement shall commence within thirty (30) calendar days from the date of this Agreement and be completed within one year from the estimated construction start date.

2.3 Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the General Manager of the Department may extend the time for completion of

the Water System Installation. Any such extension may be granted without the notice to the Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager of the Department shall be the sole and final judge as to whether or not good cause has been shown to entitle the Developer to an extension.

3. LICENSES AND PERMITS

3.1 The Developer, Contractor, and any Subcontractor warrants it possesses, or shall obtain, and maintain during the term of this Agreement a business registration certificate pursuant to Title 5 of the City of San Bernardino Municipal Code, and any and all other licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, Contractor, and any Subcontractor to practice its profession, skill or business.

Such business registration certificates and receipts of payment shall be submitted with the execution of this Agreement.

3.2 The work to be performed under this Agreement, except meter installations, shall be performed by the Developer, or a Contractor, or a Subcontractor who is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering, meeting the experience criteria stated in Subsections 3.2.1 and 3.2.2.

Meter installation may be performed by a Class "C-34" or "C-36" licensed contractor or by a Class "A" meeting the criteria in Subsection 3.2.3. The Department may accept other qualifying experience listed below at the discretion of the Department's Engineer.

3.2.1 The installer of the pipeline (Developer's Contractor or Subcontractor) shall submit a statement setting forth his experience and business standing for the immediate past three (3) years and provide at least three (3) references relevant to experience cited above.

3.2.2 For pipelines, pipeline appurtenances, and service laterals, the Developer, Contractor, or Subcontractor shall show that he has constructed at least 15,000 feet of ductile iron pipelines, 8 inches or greater in diameter and that he has tapped and installed at least 200 copper service laterals in ductile iron pipe. If required by the project plans and specifications, the

////

Developer, Contractor, or Subcontractor must show competence in working with cast iron and steel pipelines that are over fifty (50) years old. All the above shall have been in city streets.

3.2.3 For meter installations the Developer, Contractor, or Subcontractor shall show that he has installed at least 200 meters for domestic water services 5/8" to 1" in diameter.

3.3 Excavation/resurfacing permits shall be secured by the Developer at the Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by the Developer at the Developer's own expense prior to construction.

3.4 The Developer shall, at the Developer's own expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Board as required for construction or pipeline flushing and disinfection.

3.5 The Developer, at the Developer's own expense, pursuant to SBMWD standards shall provide copies of all licenses, permits, and qualifying experience to the Department as part of this Agreement.

4. INSURANCE REQUIREMENTS

4.1 The following insurance requirements have been adopted by the Department and shall be applicable to this Contract. These requirements supersede the insurance requirements set forth in any other reference of the Department, and to the extent of any conflict, the specified requirements herein shall prevail.

Insurance Requirement Summary

It will be the responsibility of the Developer to ensure that the Pipeline Contractor conforms to the following insurance requirements and all required documents are submitted to the San Bernardino Municipal Water Department at the time of Agreement submittal: The Developer shall ensure that the Pipeline Contractor, and any Subcontractor shall purchase and maintain insurance in amounts equal to the requirements set forth in (A) through (D) below, and shall not commence work under this contract until all insurance required under this heading is obtained in a form acceptable to the Department, nor shall the Developer allow any pipeline Contractor, or

Subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the pipeline Contractor and any Subcontractor has been obtained.

A. GENERAL LIABILITY: The Developer shall ensure that the pipeline Contractor shall maintain during the life of this Contract, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance providing the following minimum limits of liability:

Combined single limit of $1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with $2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards:

Premises-Operations

Owners and Contractors Protective

Broad Form Property Damage contractual for Specific Contract

Severability of Interest or Cross-Liability

XCU Hazards

Personal Injury – With the "Employee" Exclusive Deleted

B. AUTOMOTIVE/VEHICLE LIABILITY INSURANCE: The Developer shall ensure that the Pipeline Contractor, and any Subcontractor shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of $1.0 million per accident for Bodily Injury, Death and Property Damage.

C. WORKERS' COMPENSATION INSURANCE: The Developer shall ensure that the Pipeline Contractor, and any Subcontractor shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the Labor Code of the State of California, and including employer's liability insurance with a minimum limit of $1,000,000.00. Such workers' compensation insurance shall be endorsed to provide for a waiver of subrogation against the Department.

////

D. EXCESS LIABILITY: The Developer shall ensure that the Pipeline Contractor, and any Subcontractor shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability and Automobile Liability. The insurance provided for in paragraphs (A), (B), (C), and (D) above are subject to the following conditions:

1. The insurance shall be issued and underwritten by insurance companies acceptable to the Department, and shall be licensed by the State of California to do business on the lines of insurance specified.
2. The Pipeline Contractor may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
3. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of the Developer, Contractor, and any Subcontractor and the Department shall not be required to participate in any such loss. If any such programs exist, Developer, Contractor, and any Subcontractor agree to protect and defend the Department in the same manner as if such cost provisions were not applicable.
4. Developer shall ensure that the Pipeline Contractor and any Subcontractor shall have presented at the time of execution of the Contract, the original policies of insurance and a certificate of insurance in the form attached hereto evidencing such coverage as in force and complies with the terms and conditions outlined herein.
5. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Contract, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.
6. Each such policy of General Liability and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:

a. The City of San Bernardino, the City of San Bernardino Municipal Water Department, their Council members, Commissioners, Officers, Agents, Employees, Consultants, and Engineers, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the Department in connection with the Contract with the Department, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct of the Department's Engineer or the Department.

b. No policy shall be canceled, limited, materially altered, or nonrenewed by the insurer until thirty (30) days after receipt by the Department of a written notice of such cancellation or reduction in coverage.

c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy. The endorsements shall be on the forms supplied by the Authority.

7. Insurers must be licensed to do business in the State of California. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current Best's Guide Rating.

5. BONDING REQUIREMENTS

5.1 The Department's Engineer shall generate an engineer's cost estimate based on the water system plans provided to the Department. The Department's estimated costs, attached herein as Exhibit "D", shall be used as the basis for bonding requirements for the water system described in the water system plans provided to the Department by the Developer and approved for construction by the Department.

////

5.1.1 The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.1.2 Performance Bond: The engineer's estimate for water system improvements for Parcel Map No. [redacted] is [redacted] AND NO/100 DOLLARS ([redacted]).

5.1.3 The Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following:

5.1.4 The Developer shall provide the Department with either an Irrevocable Letter of Credit from a recognized financial institution acceptable to the Department or a Performance Bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid for the length of this Agreement, approved and accepted by the Department.

5.1.5 The Irrevocable Letter of Credit or Performance Bond shall be in the amount of INSERT 100% OF ENGINEER'S ESTIMATE SPELLED OUT AND NO/100 DOLLARS ($Insert Dollar figure for 100% of Engineer's Estimate) equal to 100 percent of the Department's Engineer's Estimate.

5.2 Warranty Bond: The Developer shall, in addition, and by this Agreement does guarantee to the Department that, for one year after the Department's acceptance of the Developer-installed and completed water facilities and appurtenances, they shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof.

5.2.1 The one-year guarantee shall be either an Irrevocable Letter of Credit from a recognized financial institution acceptable to the Department or a Warranty Bond in the amount of [redacted] AND NO/100 DOLLARS ([redacted]) equal to 25 percent of the Department's Engineer's Estimate of [redacted] AND NO/100

////

DOLLARS ([redacted]), beginning at the date of the acceptance of the water facilities by the Department.

6. MATERIALS

6.1 The water system facilities to be installed pursuant to this Agreement shall become an extension of the distribution system of the Department. All materials used must conform to Department specifications for such materials pursuant to all applicable SBMWD Standards.

7. NOTICES

7.1 All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

7.2 Notices required shall be given to the **DEPARTMENT** addressed as follows:

Stacey R. Aldstadt
General Manager
San Bernardino Municipal Water Department
Post Office Box 710
San Bernardino, CA 92402-0710
RE: Developer Installed Water Facilities

7.3 Notices required shall be given to **DEVELOPER** addressed as follows:

Insert Name of Person Signing Agreement
Insert Title
Insert Company Name
Insert Company Address
Insert City/State/Zip
Telephone No.: Insert Telephone Number
RE: Parcel Map No. Insert Parcel Map Number Developer Installed Water Facilities

////

////

7.4 Notices required shall be given to **SURETY** addressed as follows:

_____

_____

_____

_____

_____

RE: Parcel Map No. Insert Parcel Map Number Water System

7.5 Provided that any party or surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.

7.6 The Developer and Contractor shall attend a preconstruction meeting with the Department at the SBMWD'S Engineering office no less than five (5) working days prior to commencement of work.

7.7 No work on water facilities shall commence prior to the completion of all required curbs and gutters.

7.8 The Developer or Contractor shall provide the Department twenty-four (24 hours) advance notice of request for inspection or testing.

7.9 The Department is closed on the holidays listed in Exhibit "E".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1 Upon acceptance of the insurance and aforementioned bonds and/or Irrevocable Letters of Credit in the amounts provided herein and approval by the Department and upon payment of all applicable charges. The Agreement shall be signed by the Developer and the Department. The Department shall return an original copy of the signed Agreement with a letter to the Developer giving Notice to Proceed to Construct the Water System Facilities (Exhibit "G").

9. TEMPORARY WATER CONNECTION

9.1 The SBMWD will allow a temporary water service connection through a master metered backflow device to be installed by Developer's Contractor after execution of the Developer-Installed Agreement, in accordance with Standard Drawings W3.5 and W4.6 if all fees

and contract obligations are met. The temporary water service connection will allow for fire protection and construction water use only, through the private mains after a "Letter of Substantial Completion" has been issued to the Applicant and the Fire Marshal.

9.2 In no event shall temporary water service, as described in the Department's rules and regulations, be provided to the Developer-installed system until the Department has issued the Letter of Substantial Completion. Substantial completion shall be declared by the Water Department Engineer in writing. Substantial completions shall consist of, but not limited to, the following:

a) Water facility functions as designed.

b) All tests specified by Water Department Standards and/or this Agreement have been conducted with favorable, accepted results.

c) There is no physical connection between Developer's water system and the public water system without a metered backflow prevention device in accordance with Water Department standards.

d) All fire hydrants have been flow tested by a qualified licensed contractor to ensure minimum fire flow requirements are met @ 20 psi residual pressure.

10. INSPECTION

10.1 It is understood that the sole purpose and intent of the Department's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the Department-approved final plans, the Department's Rules and Regulations, the Department's Standards for Water System Preparation and Processing, Standard Specifications for Furnishing Materials, and Standard Drawings. The Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

10.2 The Developer shall at all times maintain proper facilities and provide safe access for inspection by the Department to all parts of the work and to the shops wherein the work is in preparation. Additionally, "In connection with the performance of this contract, the

Department shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. The Developer agrees that the Department, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, the Developer acknowledges the provisions of Section 6400 of the Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the Department identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the Department is hereby authorized to order an immediate abatement of that condition."

10.3 All work and materials shall be subject to inspection, testing, and acceptance by the Department at the Developer's expense. In the event the Developer arranges to have materials fabricated for the project, the Developer may be required to arrange for the Department to inspect that material during fabrication at the Developer's expense.

10.4 All material fabrications shall be preapproved by the Department and must conform to Department standards and specifications.

10.5 The Department's inspectors shall have full unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the Department or the City of San Bernardino, if, in the inspectors' judgment, the work called for by this Agreement, or the Department approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to Department's standards and specifications and/or in the event the materials do not comply with the Department's standards and specifications. 10.6 Final acceptance of all material to be purchased or fabricated by the Developer under this Agreement shall be made only with the prior approval of the Department. Approval by the Department, however, shall not operate to relieve the material supplier or the Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this

////

Agreement. All construction pursuant to this Agreement shall be inspected pursuant to SBMWD standards. The Developer shall pay actual costs for inspections.

11. TESTING AND DISINFECTION

11.1 All water systems constructed pursuant to this Agreement shall adhere to all requirements for testing, disinfection, and flushing pursuant to SBMWD standards.

12. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

12.1 The Developer accepts the responsibility for and the costs occasioned by any reconstruction, relocation, damages to, or changes of water services or facilities caused or contributed to directly or indirectly by any subsequent changes in the location of any of said facilities or water meters or water services.

13. AS-CONSTRUCTED DOCUMENTATION

13.1 In order for the Department to accept the facilities, the Developer shall provide all required documentation as specified in the SBMWD Standards for Design and Construction for Water System Improvements.

14. INDEMNIFICATION

14.1 The Developer hereby agrees to and shall protect, defend, indemnify and hold the San Bernardino Municipal Water Department and its Commissioners, Officers, Agents, Employees, and Engineers, and the City of San Bernardino and its Council Members, Commissioners, Officers, Agents, Employees, and Engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the Department or City arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the Department or City, death or damages to property (including property of the Department or of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by the Developer save and except claims or litigation arising through the sole negligence or sole

willful misconduct of the Department or the Department's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the San Bernardino Municipal Water Department and its Commissioners, Officers, Agents, Employees, and Engineers, and the City of San Bernardino and its Council Members, Commissioners, Officers, Agents, Employees, and Engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

(a) That the Department or City does not, and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the Department, or the deposit with Department by Developer, or any of the insurance policies described in Section 4 hereof.

(b) That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not Department has prepared, supplied Water System Installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the Department or City or to enlarge in any way the Developer's liability but is intended solely to provide for indemnification of the Department and the City from liability for damage or injuries to third persons or property arising from the Developer's performance hereunder.

14.2 Neither Developer nor any of Developer's agents or contractors are, or shall be, considered to be agents of the Department or City in connection with the performance of Developer's obligations under this Agreement.

15. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

15.1 If, within a period of one year after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by the Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to Department, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the Department in the exercise of its sole discretion require repair, replacement or reconstruction before the Developer can be notified, Department may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the Department the actual cost of such repairs.

16. COSTS AND FEES

16.1 Developer shall pay actual costs for inspection and plan check. All costs and fees required, as outlined in the cost letter, shall be paid in full prior to the execution of the Developer-Installed Agreement.

16.2 Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

17. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

17.1 Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the Water Department.

17.2 The Developer shall furnish an Irrevocable Letter of Credit from a recognized financial institution acceptable to the Department or a Warranty Bond (Twenty-Five Percent (25%) of Engineer's Estimate) for a period of one year as stated in Bonding Requirements subsections 5.2 and 5.2.1, As-Built Drawings with Contractor Redlines and AutoCAD Files, Materials List With Quantities, Labor, Equipment, and Materials, Water System Cost Breakouts, Compaction Test Report signed and sealed by a Registered Engineer, Notice of Completion filed

with San Bernardino County Recorder, Fire Flow Tests of all Hydrants, Proof of payment of all required fees and charges, and Unconditional Financial Release from Subcontractors and Material Providers. Upon compliance with all the terms and conditions of this Agreement, the Department shall prepare the Conveyance Agreement accepting the water facilities and forward same to the address provided herein. Title to the Ownership of said facilities and appurtenances shall thereby be conveyed to the San Bernardino Municipal Water Department. The Department shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the Department's rules and regulations.

18. PERMANENT WATER SERVICE

18.1 In no event shall permanent water services (beneficial use) be provided to the Developer's installed system until all applicable charges and fees have been paid by the Developer and all facilities have been conveyed, free of all encumbrances, to the Department, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of Section 17.

19. BREACH OR DEFAULT OF AGREEMENT

19.1 If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's Contractors, Subcontractors, agents or employees, should violate any of the provisions of this Agreement, Department General Manager or Board of Water Commissioners may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.

19.2 In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the Department written notice of its intention to take over the performance of the contract, and does

not commence performance thereof within five days after notice to the Department of such election, Department may take over the work and prosecute the same to completion, by contract or by any other method Department may deem advisable, for the account and at the expense of the Developer, and Developer's surety shall be liable to the Department for any excess cost or damages occasioned Department thereby; and, in such event, Department, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

20. SUCCESSORS BOUND

20.1 This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs, and assigns.

21. ENFORCEMENT OF PROVISIONS

21.1 The Department's failure to enforce any provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

By: _____ Date:_____
STACEY R. ALDSTADT, General Manager

DEVELOPER - [redacted]

By: [redacted] Date:_____

////

////

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To San Bernardino Municipal Water Department for Water System Installation in Accordance with Water Improvement Plans for Parcel Map No. Insert Parcel Map Number, dated Insert Approval Date of Water Improvement Plans. This premium charged on this bond is $_____ being at the rate of $_____ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the San Bernardino Municipal Water Department has awarded to:

_____

_____

_____

as the "Principal", an agreement for the work described as follows:

Water System Installation in Accordance with Approved Water Improvement Plans for Parcel Map No. Insert Parcel Map Number, Dated Insert Approval Date of Water Improvement Plans.

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and _____(Name of Surety) _____(Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the San Bernardino Municipal Water Department in the sum of INSERT 100% OF ENGINEER'S ESTIMATE SPELLED OUT AND NO/100 DOLLARS ($Insert Dollar Figure for 100% of Engineer's Estimate), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand

to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the San Bernardino Municipal Water Department, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

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

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2009.

ALL SIGNATURES MUST BE NOTARIZED

DEVELOPER: _____

_____

_____

Principal

////

////

////

////

////

////

////

////

////

BOND NO. _____

WARRANTY BOND

Warranty Guarantee Bond to the San Bernardino Municipal Water Department for Water System Installation in accordance with the Approved Water Improvement Plans for Parcel Map No. Insert Parcel Map Number, dated Insert Approval Date of Water Improvement Plans KNOW ALL MEN BY THESE PRESENTS; THAT WHEREAS, THE SAN BERNARDINO MUNICIPAL WATER DEPARTMENT, (sometimes referred to hereinafter as "Obligee"), has an agreement with the "Developer" to install a water system within developer's development at Insert location of project, San Bernardino County, California.

WHEREAS, the water system is more particularly set forth in that certain design plan and specifications dated Insert Approval date of Water Improvement Plans, and identified as Water Improvement Plans for Parcel Map No. Insert Parcel Map Number, Dated Insert Approval Date of Water Improvement Plans which is incorporated herein by this reference.

WHEREAS, the Developer is required by said SAN BERNARDINO MUNICIPAL WATER DEPARTMENT to warrant the completed water system against defective labor or workmanship and materials for a period of one (1) year, and to provide a bond for guarantee of cost of repairs due to defective labor, workmanship, or materials.

NOW THEREFORE, we _____ the undersigned Developer as Principal and _____, a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the SAN BERNARDINO MUNICIPAL WATER DEPARTMENT in the sum of INSERT 25% OF ENGINEER'S ESTIMATE SPELLED OUT AND NO/100 DOLLARS ($Insert Dollar Figure for 25% of Engineer's Estimate), said sum being not less than 25 percent of the total cost for installation (including labor and materials) of the water system, we find ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand

to and abide by, and well and truly keep and perform the covenants, conditions and agreements to make all repairs to said water system necessitated by defective labor, workmanship or materials, and shall faithfully fulfill this one (1) year Guarantee of all materials, labor and workmanship and indemnify and save harmless the SAN BERNARDINO MUNICIPAL WATER DEPARTMENT'S, its officers and agents, as stipulated herein, then this obligation shall become null and void one (1) year from the date of SAN BERNARDINO MUNICIPAL WATER DEPARTMENT formal acceptance of the water system (Conveyance of Water System Agreement - Exhibit "F").

In case suit is brought upon this bond or letter of credit, the said Surety shall pay to the SAN BERNARDINO MUNICIPAL WATER DEPARTMENT a reasonable attorney's fee to be fixed by the Court in addition to the principal amount of this bond. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the agreement between SAN BERNARDINO MUNICIPAL WATER DEPARTMENT and Developer, or the work to be performed by the Developer or to the specifications of water system, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this _____, day of _____, 2009.

ALL SIGNATURES MUST BE NOTARIZED

_____ (Principal)

_____ (Surety)

_____ (Attorney-In-Fact)

This rate of premium on this bond is _____ per thousand. The total amount of premium charged: _____ (The above must be filled in by corporate surety).

Note: Copy of the power of attorney to local representatives of the bonding company may be attached hereto.

////

BANK LETTERHEAD

..... LETTER OF CREDIT NO. _____

_____, 2009

City of San Bernardino

Municipal Water Department

300 North "D" Street

P.O. Box 710

San Bernardino, CA 92402-0710

RE: Irrevocable Letter of Credit

Water Service Installation - _____

For Faithful Performance

SPECIMEN LETTER OF CREDIT

This Letter of Credit is given to fulfill the requirements of the City of San Bernardino Municipal Water Department, hereinafter called "Water Department" and _____, herein called "Principal", covering certain works of improvement designated in the Water System Infrastructure Installation and Conveyance Agreement for _____, City of San Bernardino, County of San Bernardino, California, and shall remain in effect until such improvements are accepted by the Water Department.

As required by said contract, _____ Bank, hereinafter called "Bank" does hereby establish in favor of Water Department, for the account of our Principal, our Irrevocable Letter of Credit in the amount of $_____ Thousand Dollars, to be paid by drafts upon sight of the Bank if accompanied by the following documents:

////

The Water Department written statement, signed by the General Manager, certifying that there has been nonperformance or loss, damage, or liability resulting from the performance of the duties or obligations of the principal and with respect to said contract or from negligence, act or omission of said principal, its agents, servants and employees (such statement to be sustained by

////

////

an attached statement of specifications) in the amount accompanying a draft on us and that the amount of this is therefore now due and payable.

Any moneys received pursuant to this letter shall be used solely for the water system facilities for _____, and for no other purposes.

It is agreed that the stated funds are on hand and guaranteed for payment as required by Section 66499 through 66499.10 of the Government Code of the State of California. All drafts under this Letter of Credit shall be marked:

"Drawn under account of _____ Bank Irrevocable Letter of Credit Developer. Faithful Performance and Payment." The bank expressly agrees with you that all drafts drawn under and in compliance with the terms of the Letter of Credit shall meet with honor upon presentation.

This irrevocable authority to pay expires on _____.

Breakdown of funds:

Water System Facilities $

Parcel Map Insert Parcel Map Number _____

_____ BANK

_____ Date: _____

_____ Date: _____

Stacey R. Aldstadt, General Manager

City of San Bernardino

Municipal Water Department

////

////

////

////

////

////

SECTION 01310

PROJECT COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Coordination and Coordination Drawings.
B. Pre-construction meeting.
C. Progress meetings.
D. Pre-installation meetings.
E. Schedule meetings.

1.02 RELATED SECTIONS

A. Construction Progress Schedule.
B. Labor Compliance Program (LCP Coordination).
C. Submittal Procedures
D. Closeout Procedures
E. Field Engineering

.

1.02 COORDINATION

A. Coordinate scheduling, submittals and work of the various portions of the Contract Documents to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. When separate or multiple-prime contracts exist, work cooperatively with the DISTRICT, the CONSTRUCTION MANAGER (CM), and all other CONTRACTORs, subcontractors, suppliers and other entities working on any portion of the Project.

C. Work closely with the DISTRICT and the CONSTRUCTION MANAGER (CM), where applicable, to coordinate work and to maintain the Construction Progress Schedule.

D. Verify that utility-requirements of equipment to be installed are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment, as well as work of utility companies.

E. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.

F. In finished areas, except as otherwise indicated, conceal pipes, ducts and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

G. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare Coordination Drawings showing the actual conditions required for the installation prior to purchasing, fabricating or installing the elements required to be coordinated. Submit Coordination Drawings to DISTRICT.

H. Closing up of walls, partitions or furred spaces, backfilling and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.

I. Coordinate completion and clean up of work of separate sections in preparation for substantial completion, including portions of work designated for DISTRICT's full and/or partial occupancy).

J. After DISTRICT occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, in a manner to minimize disruption of DISTRICT's activities.

1.03 PRE-CONSTRUCTION MEETING

A. The DISTRICT or the CM will schedule a pre-construction meeting immediately after receipt of the Notice of Award.

B. Mandatory attendance includes DISTRICT Representative, CM, INSPECTOR OF RECORD (IOR), Testing Laboratory Representative, ARCHITECT, all Prime CONTRACTORs and Prime Contractors' Job Superintendents.

C. Optional Attendance includes Architect's consultants, subcontractors and utility company representatives.

D. The DISTRICT Representative or CM will preside at the conference, and will record meeting minutes and distribute copies in a timely manner.

E. Agenda:

1. Execution of Agreement between DISTRICT and each CONTRACTOR.
2. Issue Notice to Proceed.
3. Submission of executed bonds and insurance certificates.
4. Distribution of Contract Documents, Notice of Award, Forms, sample Schedule of Values.
5. Submission of list of subcontractors, list of products.
6. Designation of responsible personnel representing the parties.
7. Procedures for processing of field decisions, submittals, substitutions, applications for payments, proposal requests, change orders, construction directives, and contract closeout procedures.
8. Preliminary Construction Progress Schedule
9. Critical work sequencing
10. Submittals, substitutions.
11. Procedures and forms for preparation and maintenance of project record/as-built documents
12. Use of the Project site and parking availability
13. Temporary facilities
14. Equipment deliveries and priorities
15. Safety procedures

16 Security
17. Housekeeping
18. Working hours
19. Labor Compliance Officer presentation
20. Insurance Services including OCIP
21. Environmental Health & Safety
22. Review of Logistics Plan
23. Progress payments
24. Communications procedures
25. Fingerprinting requirements
26. Construction permits
27. Inspections and tests
28. SWPPP
29. Project meetings

1.04 PROGRESS MEETINGS

A. CM will schedule and administer progress meetings throughout progress of the work at regular intervals, typically weekly, or more frequently if needed.

B. CM will make arrangements for meetings, prepare agenda and preside at meetings, record minutes, and distribute copies.

C. Attendance required: DISTRICT, Architect, IOR and CM. Prime CONTRACTORs attendance is mandatory when requested by the CM, Architect or DISTRICT.

D. Agenda:

1. Review minutes of previous meetings.
2. Review work progress.
3. Field observations, problems and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals' status and schedule of submittals.
6. Review of off-site fabrication progress and delivery schedules.
7. Maintenance of Progress Schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and workmanship standards.
12. Proposed changes and effect on progress schedule and coordination.
13. Other business appropriate to the status of the Project..

1.05 PRE-INSTALLATION MEETING

A. When required in individual Specification Sections, convene a pre-installation meeting prior to commencing work of the Section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section, including but not limited to the ARCHITECT, CM, IOR, CONTRACTOR, and affected sub-contractors, manufacturers and fabricators.

C. Notify DISTRICT and ARCHITECT through CM at least five (5) days in advance of meeting date.

D. Prepare agenda, preside at conference, record minutes and distribute copies within three (3) days after conference to participants

E. Review and discuss pre-installation conditions, preparation, installation procedures, coordination with related work, and orientation of Maintenance and Operations personnel.

1.06 SCHEDULE MEETINGS

A. A weekly schedule meeting will be conducted separate from the Progress Meetings.

B. The CM's scheduler will administer and coordinate these meetings.

C. Attendance is mandatory for the scheduling representative from each Bid Package Contractor.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01312

CONSTRUCTION INDOOR AIR QUALITY

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Temporary construction ventilation, dust protection, preconditioning of materials, protection of materials, sequencing, duct protection, and duct cleaning to insure good indoor air quality after occupancy to be performed by the CONTRACTOR.

1.02 RELATED SECTIONS

A.	Section 01010:	Summary of Work
B.	Section 01305:	Regulatory Requirements
C.	Section 01450:	Quality Control
D.	Section 01500:	Temporary Facilities and Controls
E.	Section 01600:	Materials and Equipment
F.	Section 15732:	Rooftop Air Conditioners
G.	Section 15855:	Diffusers, Registers, and Grilles

1.03 VOC-EMITTING MATERIALS

A.	Section 06100:	Rough Carpentry
B.	Section 06181:	Glue-Laminated Structural Units
C.	Section 06200:	Finish Carpentry
D.	Section 06410:	Custom Cabinets
E.	Section 07900:	Joint Sealers
F.	Section 09260:	Gypsum Board Assemblies
G.	Section 09650:	Resilient Flooring
H.	Section 09681.2:	6 Foot Roll Goods Vinyl Backed Carpet
I.	Section 09681.3:	Vinyl Backed Walk-Off Mat
J.	Section 09900:	Paints and Coatings
K.	Section 09965:	Anti-Graffiti Coating
L.	Section 09980:	Concrete Floor Sealer
M.	Section 09981:	Chemical Resistant Sealer

1.04 VOC-EMITTING FURNISHINGS AND EQUIPMENT

A.	Section 06410:	Custom Cabinets
B.	Section 10170:	Plastic Toilet Compartments
C.	Section 10651:	Operable Panel Partitions
D.	Section 12492:	Horizontal Louver Blinds

1.05 POROUS AND FIBROUS MATERIALS

A.	Section 07212:	Batt Insulation – exposed batt only
B.	Section 09505:	Acoustical Tile Ceilings – ceiling tiles only
C.	Section 09511:	Suspended Acoustical Panel Ceilings - ceiling tiles only
D.	Section 09681.2:	6 Foot Roll Goods Vinyl Backed Carpet

1.06 SUBMITTALS

A. Contractor shall develop and submit to the Owner for review the Construction Indoor Air Quality (IAQ) Plan as required in this Specification. A blank form is provided as Appendix A of this Specification. Plan shall be submitted within 120 days of NTP.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 QUALITY ASSURANCE

A. Inspection: Contractor shall conduct inspections to confirm that construction IAQ measures proposed in the Construction IAQ Plan are being followed, and be prepared to report compliance with the Plan at weekly progress meetings, as described in Section 01200 Project Meetings.

3.02 PROJECT CONDITIONS

A. Filtration: Systems designed with particle filters shall not be operated without filters in place. Temporary construction filters shall have a minimum MERV rating of 8. Following construction, place permanent filters per Section 15732, Rooftop Air Conditioners.

B. Construction Ventilation: Following building enclosure (installation of walls, windows and doors), maintain continuous temporary ventilation of areas during installation of VOC-Emitting Materials and VOC-Emitting Furnishings and Equipment, as identified in paragraphs 1.03 and 1.04 of this Specification.
   1. The building HVAC system is not to be used for Temporary Construction Ventilation without OAR approval.
   2. Ventilation shall be supplied via open windows, temporary ducts, and temporary fans ducted directly to the outdoors, sufficient to provide no less than three (3) air changes per hour.
   3. When continuous ventilation is not practical via temporary fans and exhaust to outside, then ventilation shall be supplied via the building's HVAC system and shall comply with the following requirements:
      a. Provide temporary air filters (MERV 8) at return air grilles.
      b. Provide 100% outside air with no recirculation of return air. Relative humidity not to exceed 60%.
      c. Provide a minimum of three (3) air changes per hour.
   4. Maintain continuous ventilation for a minimum period of 72 hours after installation of VOC-Emitting Materials unless otherwise indicated elsewhere in these Specifications.
   5. Turn off building HVAC system during dust producing activities such as grinding, sawing, sanding, etc.
   6. Ventilate areas directly to outside; ventilation to other enclosed areas is not acceptable.

C. Construction Ventilation shall also be provided for post-building-flush-out [post-occupancy] touch-up work involving VOC-Emitting materials. Touch-up work involving VOC-Emitting Materials shall not occur when students or staff is present.

D. Preconditioning: Prior to installation, allow contractor-furnished contractor-installed VOC-Emitting Furnishings and Equipment, as identified in paragraph 1.04 of this Specification, to off-gas in dry, well-ventilated space for 14 calendar days.
   1. Remove containers and packaging to maximize off-gassing of VOCs.

2. Precondition products in ventilated warehouse or other ventilated building. Preconditioning at the project site is acceptable, provided that Temporary Construction Ventilation and Sequencing measures are taken as described in paragraph 3.02.B and 3.03 of this Specification.
3. Products requiring preconditioning include, at minimum, contractor-furnished and contractor-installed VOC-Emitting Furnishings and Equipment that contain vinyl or other flexible plastics, resins, adhesives, foam rubber, and fiberboards with urea-formaldehyde binders. Products bearing CHPS-approved low VOC emitting certification (CHPS Low-Emitting Materials Table (www.chps.net), Greenguard (www.greenguard.org), Indoor Advantage Gold (www.scscertified.com), Green Label Plus (www.carpet-rug.com/), or other District-approved certification shall be excluded from the preconditioning requirement.

3.03 SEQUENCING

A. On-Site Application: Where VOC-Emitting Materials as identified in paragraph 1.03 of this Specification are applied on-site, apply prior to installation of Porous and Fibrous Materials as identified in paragraph 1.05 of this Specification. Maintain continuous ventilation per temporary construction ventilation requirements described above for a period of 72 hours before installation of porous and fibrous materials.
1. Where this sequencing requirement is not possible, protect porous materials with polyethylene vapor retarders. Tape all polyethylene edges to insure a complete seal. Maintain continuous ventilation per temporary construction ventilation requirements described above for a period of 72 hours before removing polyethylene.

B. Completion: Complete interior finish material installation prior to building flush out as described in paragraph 3.05.C of this Specification.

3.04 PROTECTION

A. Moisture Protection: Protect interior materials from water intrusion or penetration. Weatherproof enclosures shall be temporarily constructed to store and protect the materials from moisture sources. Materials shall be covered from rain and other moisture sources and, if resting on the ground, use spacers to allow air to circulate between the ground and the materials. Materials including porous or fibrous materials with visible mold and microbial growth shall not be installed. Non-porous materials with minor visible mold and microbial growth shall be decontaminated.
1. Structural lumber showing visible signs of mold may be decontaminated per specification section 06100 Rough Carpentry and installed.

B. Duct Protection
1. Seal all ducts during transportation and delivery.
2. Seal all ducts during construction to prevent accumulation of dust and debris. If seals must be removed for temporary construction ventilation purposes, they shall be resealed upon conclusion of the required ventilation period. Remove seals prior to HVAC system start-up.

C. Dust Producing Activities: During dust producing activities in enclosed buildings (e.g. drywall installation and finishing, sanding, cutting, or grinding) turn HVAC ventilation system off, and protect all HVAC system supply and return openings from dust infiltration. Separate dust-producing activities from the rest of the construction area using plastic sheathing. Provide temporary ventilation as required.

3.05 CLEANING

A. Vacuuming: Just prior to substantial completion, vacuum carpeted and soft surfaces with a Green Label certified vacuum (www.carpet-rug.com/).

B. Duct Cleanliness

1. Before shipment to site remove oil film on sheet metal. Ducts shall be inspected to confirm that no oil film is present.
2. Just prior to substantial completion and prior to using ducts to circulate air, insure that ducts are free of dust and dirt.

C. Building Flush-Out

1. These Building Flush-Out procedures are to supersede those described in 15950 Testing and Balance.
2. Just prior to Substantial Completion, but following Test and Balance, flush out building continuously (i.e. 24 hours per day, seven (7) days a week), for fourteen (14) days using the building HVAC system, set for maximum outdoor air rate, maintaining a temperature range between 60°-78° F and a maximum 60% relative humidity.
3. During building flush-out, when Contractor is required to perform touch-up work involving VOC-Emitting Materials as described in paragraph 1.03 of this Specification, extend Building Flush-Out by a minimum of four (4) days after touch-up installation with maximum tempered outside air for 24 hours each day in the space where the touch-up work occurred.
4. Occupancy may occur after seven (7) continuous days of Building Flush-Out.
5. If continuous ventilation is not possible, non-continuous flush-out must total an equivalent of fourteen (14) days.
6. Return ventilation system to normal operation following flush-out period to minimize energy consumption.

END OF SECTION

CONSTRUCTION INDOOR AIR QUALITY (IAQ) PLAN

The General Contractor shall complete and submit this Plan to the OAR within fourteen (14) days after receipt of Notice to Proceed.

GENERAL CONTRACTOR:

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

I have read and understood and will implement the following Construction IAQ Plan.

Signature: _____ Date: _____

I. CONSTRUCTION VENTILATION

List all project materials requiring Construction Ventilation. Attach additional sheet if necessary.	
Y / N	Ventilation will be supplied via open windows, temporary ducts, and temporary fans ducted directly to the outdoors. If "Y", then supply air diffusers, return air grilles, and/or open ducts will be sealed.
Y / N	Ventilation will be supplied via area exhaust fans. If "Y", check applicable: ☐ Supply air diffusers, return air grilles, and/or open ducts will be sealed. Make-up air will be provided through open windows or doors or other transfer air devices. ☐ HVAC system will provide make-up air. Return air grilles will be sealed.
Y / N	Ventilation will be supplied via building's HVAC system. If "Y", check applicable: ☐ Return air grilles are sealed. Exhaust is provided via open windows or doors. ☐ Return air grilles are used for exhaust. HVAC will provide 100% outside air. Air filters with a minimum MERV rating of 8 will be provided at return air grilles. ☐ Building HVAC will be turned off during dust generating activities.
☐ Required	Areas will be ventilated directly to outside. No ventilated air will be returned.
☐ Required	Ventilation will provide no less than three air changes per hour.
☐ Required	Ventilation will be continuous for a period no less than 72 hours after completion of installation of VOC emitting materials.
☐ Required	All filters used during Construction Ventilation will be replaced prior to Substantial Completion.

II. PRECONDITIONING

List all project materials requiring Preconditioning per Specification Section 01310. Attach additional sheet if necessary.

(Continued)

II. PRECONDITIONING (continued)

Y / N	Preconditioning will occur in dry and well-ventilated offsite location. If "Y": Where is the offsite location? _____
Y / N	Preconditioning will occur onsite. If "Y", check applicable: ☐ Ventilation will be supplied via open windows, temporary ducts, and temporary fans. See I.2a above. ☐ Ventilation will be supplied via area exhaust fans. See I.2b above. ☐ Ventilation will be supplied via building's HVAC system. See I.2c above.
☐ Required	Containers and packaging will be removed prior to Preconditioning.
☐ Required	Preconditioning will occur for fourteen (14) continuous days prior to installation.

III. SEQUENCING

List all project porous and fibrous materials requiring Sequencing consideration. Attach additional sheet if necessary.	
☐ Required	Previously installed Porous or Fibrous Materials located in a room where VOC-Emitting Materials are to be installed will be protected with polyethylene vapor retarder. Polyethylene will not be removed until completion of a 72-hour ventilation period.
☐ Required	Installation of interior finish materials will complete fourteen (14) days prior to Substantial Completion.

IV. PROTECTION

List all project materials requiring Protection. Attach additional sheet if necessary.	
☐ Required	Weatherproof enclosures shall be temporarily constructed to store and protect the materials from moisture sources. Materials shall be covered from rain and other moisture sources and if resting on the ground, use spacers to allow air to circulate between the ground and the materials.
☐ Required	Materials including porous or Fibrous Materials with visible microbial growth shall not be installed.
☐ Required	Materials that are not defined as Porous or Fibrous with visible microbial growth shall be decontaminated prior to installation. Lumber exhibiting a minor amount of "lumberyard mold" need not be discarded.
☐ Required	Temporary ventilation will be provided during all dust producing activities. See Item I Construction Ventilation above. All supply air diffusers and return air grilles will be covered.
☐ Required	Ducts will be sealed during transportation, delivery, and construction.

SECTION 01314

LABOR COMPLIANCE PROGRAM (LCP) COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. LCP Coordination Activities
B. LCP Meeting

1.02 RELATED SECTIONS

A. Project Coordination and Meetings
B. Price and Payment Procedures

1.05 LABOR COMPLIANCE PROGRAM MEETING

After the DISTRICT awards the Contract, and prior to the commencement of the work, a mandatory pre-job LCP Meeting will be conducted by the LCP representative with the CONTRACTOR(s) and those subcontractors listed in the Bid Documents – as part of the Pre-Construction Meeting or as a separate meeting.

At that meeting, the LCP representative will discuss the federal and state labor law requirements applicable to the contract including prevailing wage requirements, respective record keeping responsibilities, the requirement for the submittal of certified payroll records to the DISTRICT, and the prohibition against discrimination in employment.

The LCP representative will provide the CONTRACTOR and each subcontractor with a checklist of labor law requirements and will discuss, in detail, the following checklist items:

1. **Payment of Prevailing Wage Rates**
   The CONTRACTOR to whom the contract is awarded and its subcontractors hired for the public works project are required to pay no less than the specified general prevailing wage rates to all workers employed in the execution of the contract, including each subcontract.

   The CONTRACTOR is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. **Apprentice**
   It is the duty of the CONTRACTOR and subcontractor's to employ registered apprentices on the public works project under Labor Code Section 1777.5;

3. **Penalties**
   There are penalties required for CONTRACTOR'S/ subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1771.1; 1777.7 and 1813;

4. **Certified Payroll Reports**
Under Labor Code Section 1776, CONTRACTORS and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification for each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776;

Each CONTRACTOR and every lower-tier subcontractor and supplier is required to submit certified payrolls and labor compliance documentation electronically as specified by the DISTRICT.

Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and a password to access the DISTRICT's reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The CONTRACTOR's payroll and accounting software may be capable of generating a 'comma delimited file' that will interface with the software.

This electronic reporting requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

Under Labor Code Section 1776(g) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request.

5. **Nondiscrimination in Employment**
There exist prohibition against employment discrimination under Labor Code Sections 1735 and 1776.6, the Government Code, the Public Contracts Code and Title VII of the Civil Rights Act of 1964;

6. **Kickbacks Prohibited**
CONTRACTORS and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778;

7. **Itemized Wage Deduction Statement**
Under Labor Code Section 226, every employer shall at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the gross wages, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, name of the employee and his/her social security number, the name and address of the employer and all applicable hourly rates in effect during the pay period.

8. **Acceptance of fees prohibited**
There exists a prohibition against CONTRACTOR/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780;

9. **Listing of Subcontractors**
All prime CONTRACTORS are required to list properly all subcontractors hired to perform work on the public works projects covering more than one half of one percent, pursuant to Government Code Section 4100 et seq;

10. **Proper Licensing**
CONTRACTORS are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law found at Business and Professions Code Section 7000 et seq.

11. **Unfair Competition Prohibited**
CONTRACTORS/ subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208;

12. **Workers Compensation Insurance**
Labor Code Section 1861 requires that CONTRACTORS and subcontractors be insured properly for Workers Compensation.

13. **OSHA**
Contractors and subcontractors are required to abide by the Occupational Safety and Health laws and regulations that apply to the particular construction project.

14. **Employment Diversity**
The requirement to demonstrate employment diversity in the hiring of women and ethnic groups as outlined in the Public Contracts Code Section 10115 and in the DISTRICT contract.

The CONTRACTOR's and subcontractors present at the meeting will be given the opportunity to ask questions of the LCP representative relative to the items contained in the Labor Law Requirements Checklist. The checklist will then be signed by the CONTRACTOR's representative and the DISTRICT's LCP representative, a representative of each subcontractor, and the DISTRICT's LCP representative.

At the meeting, the DISTRICT's LCP representative will provide the CONTRACTOR with a copy of the DISTRICT's LCP package.

It will be the CONTRACTOR's responsibility to provide copies of the LCP package to all of the CONTRACTOR's listed subcontractors and to any substituted subcontractors.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01322

CONSTRUCTION PROJECT SCHEDULE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section consists of furnishing a computerized, time scaled, Critical Path Method (CPM) Construction Schedule, showing in detail how the Contractor's plan to execute and coordinate the Work and provide schedule updates and revisions.

B. Each Bid Package Contractor shall employ the services of at least one full time scheduling consultant, fully qualified in P6 critical path scheduling on projects of similar size and complexity, for the duration of the Project. Any variation from the approach specified herein may be used only with the prior approval of the District and the Construction Manager. Construction scheduling requirements are to be performed in order to provide the Contractors, Construction Manager and District with the necessary scheduling services to mitigate any impacts, delays, or disruptions to construction progress by developing work-around schedules and/or recovery schedules as may be necessary. The scheduling consulting services will be included in each Bid Package Contractors' scope and will be managed by the Construction Manager's Scheduling representative for the duration of the entire project.

C. Each Bid Package Contractor shall provide (using P6) all information as it pertains to the work of their respective Bid Package for development of the Master Construction Schedule in accordance with the requirements of this Article. The purpose of the Master Construction Schedule shall be to:

1. Assure adequate planning, scheduling, and reporting of all activities by all parties related to the execution of the Work by all Contractors for the duration of the Project.

2. Assure coordination of the Work by all Bid Package Contractors and their various Subcontractors, at all tiers, and all other parties attendant to the successful execution of the Work.

D. Each Bid Package Contractor's Schedule shall employ the Critical Path Method (CPM) using Primavera Project Planner 6 for the planning, scheduling, and reporting of the progress of the Work. Any variation from the approach specified herein may be used only with the prior approval of the Construction Manager and District.

E. Related items and Sections include the following:

1. Submittal Procedures.
2. Monthly construction schedule updates.
3. Weekly construction schedule reports.
4. Weekly schedule meetings.
5. Material location reports.
6. Field condition reports.
7. Special reports.
8. Division 1 Section "Phasing of the Work" for application of construction Work sequence recommended, phases, milestones, and calendar constraints identified by Owner.
9. Division 1 Section "Project Coordination and Meetings" for submitting and distributing meeting and conference minutes.
10. Division 1 Section "Submittal Procedures" for submitting schedules and reports.

11. Division 1 Section "Quality Control" for submitting a schedule of tests and inspections.
12. Division 1 Section "Closeout Procedures" for Project Record Documents at Project closeout.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times designated.

2. Predecessor activity is an activity that must be completed before a given activity can be started.

B. CPM: Critical Path Method is a method of planning and scheduling a construction project where activities are arranged based on critical activity relationships. Network calculations determine when these activities can be performed and thereby establish the "Critical Path" of Project.

C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either District, Construction Manager or Contractors, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and the Contract completion date.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

G. Major Area: A story of construction, a separate building, or a similar significant construction element or portion.

H. Milestone: A key or critical point in time for reference or measurement.

I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 SUBMITTALS

A. Assigned Scheduler's Qualification Data:

1. Years of experience
2. A list of completed projects with project names and addresses
3. The Construction Manager and District reserve the right to accept or reject any Scheduler the Contractor proposes. It will be incumbent on the Contractor to expediently provide a replacement Scheduler candidate, should the proposed Scheduler be rejected. The approval process will then start again.
4. Other information as requested.

B. Submittals Schedule: Submit three copies of the Submittals Schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's and Construction Administrator's final release or approval.

C. Initial Construction Schedule: Submit one P6 digital copy and two printed copies; one, a single sheet of reproducible media, and one, a print to each recipient.

D. Initial Network Diagram: Submit one P6 digital copy and two printed copies; one, a single sheet of reproducible media, and one, a print. Both large enough to show the entire network for entire construction period to each recipient.

E. Contractor's CPM Construction Schedule (Schedule): Submit one P6 digital copy and two printed copies of the Schedule; one, a reproducible print and one, a blue- or black-line print. Both large enough to show entire schedule for the entire construction period to each recipient.

F. CPM Reports: Concurrent with CPM Schedule, submit one P6 digital copy and three printed copies of each of the following (1-4) computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.

2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.

3. Total Float Report: List of all activities sorted in ascending order of total float.

4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

G. Daily Construction Reports Submit two copies at weekly intervals

H. Material Location Reports: Submit two copies at weekly intervals.

I. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

J. Special Reports: Submit two copies at time of unusual event.

K. When Change Orders (including Bulletins or Proposed Change Orders) are initiated, delays are experienced, or the Contractor desires to revise their Construction Schedule, the Contractor shall submit to the Construction Manager a written narrative Time Impact Analysis illustrating the influence of each Change Order, delay, or Contractor request on the current Contract completion date. Such Time Impact Analysis shall clearly and completely show all activities, means, methods, and measures proposed by the Contractor to recover the original schedule such that the Work is completed by the original Contract completion date, or as near to the original Contract completion date as is reasonable and feasible.

L. Each narrative Time Impact Analysis shall include a Fragmentary Network (Fragnet) demonstrating how the Contractor proposes to incorporate the Bulletin, Change Order, delay, or Contractor request into the Construction Schedule. The narrative Time Impact Analysis shall demonstrate the time impact based on the date the Change Order (including a Bulletin or Proposed Change Order) is given to the Contractor or the date the delay occurred, the status of construction at that point in time, and the event time computation of all affected activities. The event times used in the Time Impact Analysis shall be those included in the latest accepted Construction Schedule update or as adjusted by mutual agreement.

M. Activity delays shall not automatically mean that an extension of the Contract Time is warranted or due the Contractor. It is possible that a Change Order or delay will not affect existing critical activities or cause non-critical activities to become critical. A Change Order or delay may result in only absorbing a part of the available total float that may exist within an activity chain of the network schedule, thereby not causing any effect on the Contract completion date.

N. Float is not for the exclusive use or benefit of either the District or the Contractor. Contract Time extensions will be granted only to the extent the equitable time adjustments to the activity or activities affected by the Change Order or delay exceeds the total float of a critical activity (or path of activities) and extends the Contract completion date.

O. Four (3) copies of each narrative Time Impact Analysis shall be submitted within seven (7) calendar days after the commencement of a delay or the notice of direction for a Change Order (including a Proposed Change Order) is given to the Contractor.

P. In cases where the Contractor does not submit a Time Impact Analysis within (14) calendar days, it is mutually agreed that the particular Change Order (including a Proposed Change Order), delay, or Contractor request does not require a Contract Time extension.

Q. No extended overhead, general condition money, impact costs, out-of-sequence money, or any other type of compensation, by any name or characterization, shall be paid to the Contractor for delay to any activity not designated as a critical path item on the latest accepted Construction Schedule. If any delay occurs to any critical path item, such compensation shall only be payable to the Contractor in accordance with the terms and provisions of this Section 01310 and of the General Conditions.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting.

B. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations, content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including work stages, interim milestones, and partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and re-submittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities incorporating the scheduling and reporting of separate Bid Package Contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from all parties involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

C. Each Bid Package Contractor's construction schedule shall indicate the cost loaded durations of the activities in his scope of work. Submit within the time specified in Section 01105 Phasing of the Work. Each Bid Package Contractor's construction schedule will include submittal and procurement schedule for all material and equipment included within the scope of work of their respective Bid Package. Activity durations and milestones shall comply with the requirements established by the Preliminary Construction Master Schedule and the requirements of Section 01105 Phasing of the Work.

D. A Construction Schedule Meeting to include all Bid Package Contractors will be conducted on a weekly basis (separate from the progress meetings) by the Construction Manager for the purpose of coordinating the sequence of work of each Bid Package Contractor for each Segment of work, and to coordinate durations required by each Bid Package Contractor to complete his work within that Segment. The Construction Managers Scheduling Representative will provide the final, coordinated and agreed-upon Master Construction Schedule.

E. Each Bid Package Contractor is responsible for providing P6 digital updates of their progress to the CM's Scheduling Representative on a weekly basis to be incorporated in the Weekly Progress Schedule and Monthly updates.

PART 2 - PRODUCTS

2.1 SCHEDULING PROGRAM

A. The Bid Package #1 Contractor shall provide one full version license of Primavera Project Planner 6 to be installed and used by the Construction Manager. Software to be installed on a computer as specified under Construction Facilities Attachment A and be used by the Construction Manager.

B. The Bid Package #1 Contractor shall provide a minimum of sixteen hours of hands-on P6 training in Primavera P6 for the Construction Managers. Training to cover; creating a project, adding activities and relationships, assigning costs and resources, adjusting the schedule to reflect actual project conditions.

2.2 SUBMITTALS SCHEDULE

A. Preparation: Each Bid Package Contractor shall submit a Schedule of Submittals, arranged in chronological order by dates required by the Construction Schedule. Include time required for review of minimum 14 to maximum 30 calendar days, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

2.3 CONSTRUCTION BASELINE SCHEDULE

A. Within twenty-one (21) calendar days after receipt of the Notice to Proceed, Each Bid Package Contractor shall submit four (4) copies of its Network CPM Baseline Schedule to the Construction Manager. The schedule shall cover the entire Contract Time and shall be neatly organized and be displayed on a time scale from left to right on legal size or larger size sheets. The Contractor's schedule shall consist of, but is not limited to, the following:

1. Mobilization
2. Construction and temporary facilities
3. Procurement activities including: shop drawings and sample submittals, approval, and realistic fabrication/delivery dates of key and long-lead procurement elements, and all deferred approval items
4. Construction activities
5. Start-up and testing activities
6. Contractor's pre-punch, owners Punch List, and Punch List correction activities by building, floor, and areas of the sitework.

B. The following shall be depicted on the schedule for each activity:

1. Activity ID numbers – the Contractor shall utilize either numeric or alpha-numeric designations to identify each and every activity.

2. Activity Duration: Define activities so no activity is longer than 20 days with the exception of non-construction activities, including mobilization, shop drawing and sample submittals and fabrication/delivery of materials and equipment.

3. A location code referencing the building and/or floor numbers, site preparation, underground installations, site finishes, etc. to be used for the grouping (banding) of the schedule.

4. Startup and Testing Time: Include not less than 14 days for startup and testing.

5. There may be only one critical path for the project on the baseline schedule.

6. Final Completion: Indicate Construction Completion in advance of date established for Final Completion, and allow time for Construction Administrator's administrative procedures necessary for certification of Final Completion.

7. Cost and Resource Loading: Each activity shall be cost and resource loaded.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on the schedule by phase.

2. Owner: Include one float day to be used by the District.

3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

   a. Subcontract awards.
   b. Submittals.
   c. Purchases.
   d. Mockups.
   e. Fabrication.
   f. Sample testing.
   g. Deliveries.

h. Installation.
i. Tests and inspections.
j. Adjusting.
k. Curing.
l. Startup and placement into final use and operation.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, Construction completion and Final Completion.

E. Cost Correlation: Each activity within the Contractor's Schedule will provide a cost correlation line, indicating planned and actual costs to be used for preparation of payment requests.

F. Contract Modifications/Change Order: For each proposed Contract Modification/Change Order and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule, if time is affected. The absence of a time impact analysis will confirm that there is no anticipated time impact to the change.

G. If the Construction Manager or District questions the Contractor's proposed activities, logic, durations, or cost-loading, the Contractor shall, within fourteen (14) calendar days of receipt of the Construction Manager or District's request, provide a satisfactory revision to, or adequate justification for, the activities, logic, durations, or cost-loading to the satisfaction of the Construction Manager and/or District.

H. The schedule shall include one float day to be used by the District for the purpose of a Ground Breaking Ceremony. No other work shall be scheduled this day.

2.4 CONSTRUCTION SCHEDULE UPDATING

A. The Construction Schedule shall be updated on a weekly basis throughout the entire Contract duration. Each Bid Package Contractor's Scheduling representative shall meet with the Construction Manager's Scheduling Representative each week at a mandatory Schedule Update Meeting to review actual progress made through the data date of the Schedule, including the dates that activities started or finished, the percentage of Work completed, and remaining duration for each activity in progress.

B. In case of disagreements at the Schedule Update Meeting concerning actual progress to date, the Construction Manager and/or District's determination shall govern.

C. Upon completion of the Schedule Update Meeting, the Contractor, based upon the Construction manager and/or District's input, will correct their Construction Schedule to reflect progress as of the date of the schedule update and any agreed-upon changes to the Construction Schedule.

D. Each Construction Schedule update shall be forwarded to the Construction Manager's Scheduling Representative and will include four (4) copies of the following:

1. Prints of the updated schedule indicating the progress made up to the date of the schedule update and indicating any revisions to the schedule

2. The computer-produced schedule update shall include the same information, and be prepared in the same format, as described under article 2.2 Baseline Schedule.

3. A narrative report is required with the schedule update submittals to define problem areas, anticipated delays, and any impact on the Construction Schedule. The report shall also identify any corrective action taken, or proposed actions to be taken, and the effect of that action on the schedule.

4. The weekly updating of the Construction Schedule shall be an integral part and basic element of the percentage of completion estimate upon which progress payments will be made. If, in the judgment of the Construction Manager and/or District, the Contractor fails or refuses to provide information required to accomplish a complete Construction Schedule update or revision, as specified hereinafter, the Contractor shall be deemed to have not provided the required estimate upon which progress payment may be made, and shall not be entitled to progress payments until it has furnished the information necessary for a complete a schedule update to the satisfaction of the Construction Manager and District.

5. At each weekly meeting, the Contractor shall prepare a four-week Look Ahead Schedule referencing the CPM schedule activities, and shall show one (1) week of actual and three (3) weeks of forecasted progress. The schedule shall be used as a basis for discussing progress and Work planned during the following three (3) weeks.

6. The Contractor will submit the four-week Look Ahead Schedule to the CM, two days prior to the weekly meeting date.

7. The schedule option setting to be utilized in the automated scheduling system is "Progress Override" versus "Retained Logic", and the float calculation as "Most Critical" versus "Finish Float". Any variation to this setting requires justification, and then approval by the District.

2.5 CONSTRUCTION SCHEDULE REVISIONS

A. Updating the Construction Schedule to reflect actual progress made up to the date of a schedule update shall not be considered revisions to the Construction Schedule.

B. If, as a result of the weekly schedule update, it appears the Construction Schedule no longer represents the actual prosecution and progress of the Work, the Construction Manager or District will request, and the Contractor shall submit, a revision to the Construction Schedule.

C. The Construction Manager and/or District may also request revisions to the Construction Schedule in the event the Contractor's planning for the Work is revised. If the Contractor desires to make changes in the Construction Schedule to reflect revisions in its method of operating and scheduling of the Work, the Contractor shall describe the revision(s) in its narrative report, stating the reason for the proposed revision.

PART 3 - EXECUTION

3.1 RESPONSIBILITY FOR COMPLETION

A. Each Bid Package Contractor shall furnish sufficient forces, offices, facilities, and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the prosecution of the Work in accordance with the current weekly Construction Schedule update. If, in the opinion of the Construction Manager and District, the Contractor falls behind in meeting the Construction Schedule as presented in the current weekly schedule update, the Contractor shall take such steps as may be necessary to improve its progress, and the Construction Manager and District may require it to increase the hours of work, the number of shifts, overtime operations, and/or the amount of construction plant and equipment without additional cost to the District. The provisions of this paragraph shall not be construed as prohibiting work on Saturdays, Sundays, and holidays, if the Contractor so elects and gives advanced notice as required by the Contract documents and obtains all necessary approvals to do so.

B. Failure of the Contractor to comply with the requirements of this subsection shall be a basis for determination by the Construction Manager and District that the Contractor is not prosecuting the Work with such diligence as will ensure completion within the Contract Time. Upon such determination, the District may terminate the Contractor's right to proceed with the Work or any separable part thereof, in accordance with the provisions of the General Conditions, or may take such other actions as may be deemed appropriate.

C. The Construction Manager and/or District may elect throughout or at any time during the Project to record the number of workers and construction equipment working on each schedule activity in each area of the Project and give a copy of this log to the Contractor who shall be responsible for advising the Construction Manager and District, without additional cost to the District, of any error in this work history, in writing, within seven (7) calendar days of receipt of same. This information will be used by the Construction Manager and /or District in its evaluation of the adequacy of the Contractor's performance and on-site manpower staffing, as well as in the evaluation of any Contractor claims

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal Procedures
B. Shop Drawing Submittals
C. Product Data Submittals
D. Samples Submittals
E. Manufacturers' Instruction Submittals
F. Manufacturers' Certificate Submittals
G. Coordination Drawing Submittals
H. DSA Deferred Approvals

1.02 SUBMITTAL PROCEDURES

A. Provide submittals wherever required by other sections of this Specification. Transmit SIX (6) copies of each submittal directly to the ARCHITECT on forms prescribed by the ARCHITECT, with a copy of the transmittal form to the DISTRICT. Clearly identify each item submitted. Sequentially number the transmittal forms. For re-submittals use original submittal number with an alphabetic suffix.

1. Include ARCHITECT's job number as it appears on Contract Documents, and all information required by the prescribed form.
2. Include state agency application or approval number.
3. Bind drawing and data submittals sturdily, clearly label covers.

B. Identify Project, CONTRACTOR, subcontractor or supplier; pertinent Drawing sheet and detail number(s) and specification Section number, as well as name and telephone number of individual who may be contacted for further information.

C. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.

D. Provide space for CONTRACTOR and ARCHITECT review stamps.

E. Apply CONTRACTOR's dated stamp with CONTRACTOR's original signature or initials, certifying that review, verification of Products, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and Contract Documents. Stamped signatures or initials are not acceptable.

F. Identify clearly, on the submittal and the transmittal form, any changes or variations from the Contract Documents. State effect of changes on Construction Progress Schedule and changes required in other Work or products (including "no effect"). Any change not so noted, even though stamped reviewed, will not be considered approved. Specific written approval by the ARCHITECT must be provided for any deviation from the Contract Documents.

G. Revise and resubmit submittals as required; identify all changes made since previous submittal. Resubmittals to include all associated items for a complete submittal. Partial resubmittals will be rejected.

H. Coordinate as required with all trades and all public agencies involved.

I. Unless otherwise specifically authorized by ARCHITECT, make all submittals in groups containing all associated items. ARCHITECT may reject partial submittals as not complying with the provisions of this section.

1.03 SCHEDULES FOR SUBMITTALS

A. Schedule submittals in accordance with the Construction Progress Schedule, far enough in advance of scheduled dates of installation to provide required time for the review and approval process, including possible revision and resubmittal and for placing orders and securing delivery.

B. Within five (5) days from the Notice to Proceed, or in accordance with the Project Schedule, whichever is sooner, submit to the CONSTRUCTION MANAGER, the ARCHITECT and the DISTRICT for review and acceptance a "Schedule for Submission of Shop Drawings, Product Data, and Samples" ("Submittal Schedule") listing all submittals with planned dates of submission and return approved.

C. Submittal Schedule will be incorporated into the Construction Progress Schedule. Update and submit revised schedule not less often than monthly.

D. Allow in the Submittal Schedule sixteen (16) days after receipt for the ARCHITECT's review, both for initial submittals and for re-submittals; more for complex changes.

1.04 SHOP DRAWINGS

A. Shop Drawings shall include fabrications and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.

B. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 inch x 11 inch, but not larger than 30 inch x 42 inch.

C. Stamp: Each page of shop drawings shall bear the CONTRACTOR's stamp, which shall signify the CONTRACTOR's representation that he has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained in the shop drawings. Each stamp shall be accompanied by a wet signature or initial of an employee of the CONTRACTOR who may be contacted for information. Stamped signatures or initials are not acceptable.

D. Review Process: Make initial submittal of five (5) copies and one reproducible of each shop drawing. Comments or corrections will be noted on the reproducible and returned to the CONTRACTOR. If resubmittal is required, CONTRACTOR shall identify all changes made since the previous submittal and resubmit in the same manner. ARCHITECT will stamp or note drawings as follows:

1. "NO EXCEPTION TAKEN" indicating that construction or fabrication may proceed.
2. "MAKE CORRECTIONS NOTED" indicating that no resubmittal is required contingent upon corrections being made.
3. "REJECTED" or "REVISE & RESUBMIT" indicating that corrections shall be made and drawings resubmitted for review.

After the final review, the CONTRACTOR shall copy and distribute the stamped drawings to the ARCHITECT,.

E. The ARCHITECT will review shop drawings for conformance with the requirements of the Contract Documents. The ARCHITECT's favorable review of a separate item shall not indicate acceptance of an assembly in which the item functions.

F. The ARCHITECT's review of shop drawings shall not relieve the CONTRACTOR of responsibility for any deviation from the requirements of the Contract Documents unless the CONTRACTOR has informed the ARCHITECT in writing of such deviation at the time of submission and the ARCHITECT has given written acceptance to the specific deviation. The ARCHITECT's favorable review shall not relieve the CONTRACTOR from responsibility for errors or omissions in the shop drawings.

G. No portion of work requiring shop drawings shall be commenced until the shop drawings have been returned with a favorable review by the ARCHITECT.

H. ARCHITECT's CAD Drawings: The CONTRACTOR may request the use of the ARCHITECT's computer-generated drawings for use in preparing shop drawings. If the ARCHITECT approves this request, any costs incurred must be paid by the CONTRACTOR to the ARCHITECT. The CONTRACTOR must assume all liability for the accuracy and completeness of the shop drawings so prepared, and must hold the ARCHITECT harmless. The request must be in writing to the ARCHITECT, specifying the format and media requested.

1.05 PRODUCT DATA

A. Product Data includes manufacturers' standard drawings, catalogs, certificates of conformance, substantiating calculations, and similar relevant data as specified in individual Specification sections.

B. Submit six (6) copies loose-leaf in binders, to facilitate copying of individual sheets. Provide the CONTRACTOR's stamp on the cover sheet of each submittal.

C. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information unique to this Project.

D. Review process, corrections, final distribution, and other conditions shall be similar to that for Shop Drawings.

1.06 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of the material or other product with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit samples from the full range of manufacturers' standard or custom colors, textures and patterns, as specified in individual specification sections. ARCHITECT may select from any range submitted at no additional cost to DISTRICT.

C. Include identification on each sample with full Project information.

D. Submit a minimum of five (5) samples or as specified in individual sections of the specifications.

E. Review process, corrections, final distribution, and other conditions shall be similar to that for Shop Drawings.

1.07 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing in quantities specified for Product Data. (This is in addition to instructions for training, operation and maintenance required as part of the Contract Close-out Procedures.)

B. Review process, corrections, copies, final distribution, and other conditions shall be similar to that for Shop Drawings

1.08 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification sections, submit manufacturers' certificates to ARCHITECT for review in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product, but must be acceptable to ARCHITECT.

D. Review process, corrections, final distribution, and other conditions shall be similar to that for Shop Drawings.

1.09 COORDINATION DRAWINGS

A. The CONTRACTOR shall prepare and submit for review Coordination Drawings of all major spaces. Coordination Drawings indicate routing, locations, sizes, types and numbers of components for each class of work in concealed spaces where potential conflict may occur between structures, mechanical, electrical, fire sprinklers, communications and ceiling suspension systems. They include both plans and section drawings. (See also the General Requirements Section "PROJECT COORDINATION & MEETINGS.")

B. Show all systems components, including plan locations of all ceiling penetrations and surface-mounted items. Provide cross sections wherever necessary to indicate proper support of ceilings and non-interference with work of other sections of the specifications. Cross sections shall indicate coordination required and proposed solutions for routing of elements where potential conflict exists.

C. Drawings shall be based on field measurements, shop drawings and product data. They shall be prepared early enough to allow time to identify and resolve conflicts without delaying the progress of the Work. Conflicts shall be brought to ARCHITECT's attention immediately, together with CONTRACTOR's recommendations for resolution.

D. Submit the Coordination Drawings in a scale of not less than 1/8" = 1' - 0," with necessary sections and profiles at an appropriate, clearly readable enlarged scale. Submit the coordinated drawings as one reproducible and two prints.

E. The ARCHITECT will review the submittals, make appropriate notations and comments to ensure the solutions meet the intent of the Contract Documents, and then return to CONTRACTOR for implementation.

F. It shall be the responsibility of the CONTRACTOR to assure that all fabricators and installers of work involved in the Coordination Drawings be informed, consulted and advised in sufficient advance time to arrive at solutions where no extension of contract time or extra cost to the DISTRICT will be involved.

1.10 DSA DEFERRED APPROVALS

A. Installation of deferred approval items shall not be started until detailed plans, specifications and engineering calculations have been accepted and signed by the ARCHITECT or Engineer in responsible charge of design and signed by a California registered ARCHITECT or Professional Engineer who has been delegated responsibility covering the work shown on a particular plan or specification, and the design has been approved by the Division of the State Architect (DSA). Deferred approval items for this project are the following:

1. Automatic Fire Sprinklers.
2. Any additional systems identified within the contract documents.

B. Deferred approval drawings and specifications become part of the approved documents for the project when they have been approved by the Division of the State ARCHITECT.

C. Submit one (1) reproducible transparency and five (5) prints of each drawing.

D. Submit five (5) copies of calculations, product data and test reports.

E. Identify and specify all supports, fasteners, spacing, penetrations, etc. for each of the deferred approval items, including calculations for each and all fasteners.

F. Submit documents to the ARCHITECT for review prior to submitting to the Division of the State Architect. Submission shall be made within 35 days of the award of contract.

G. Documents shall bear the stamp and signature of the Structural, Mechanical, or Electrical Engineer licensed in the State of California who is responsible for the Work shown on the documents.

H. ARCHITECT will submit the documents as appropriate to the Project Structural, Mechanical and Electrical Engineers for review. Their review shall only be for conformance with the design intent shown in the Contract Documents.

J. After review by ARCHITECT, forward submittal to the Division of the State Architect for approval, with copy of the transmittal to the DISTRICT.

K. Respond to review comments made by the Division of the State Architect and revise and resubmit submittal to DSA for final approval. Provide copies of the DSA-approved documents to the ARCHITECT and the DISTRICT.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01340

CONSTRUCTION & DEMOLITION WASTE MANAGEMENT

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Preparation and implementation, including reporting and documentation, of a Waste Management Plan for reusing, recycling, salvage or disposal of non-hazardous waste materials generated during demolition and/or new construction (Construction & Demolition (C&D) Waste), to foster material recovery and re-use and to minimize disposal in land fills.

B. Related Sections

1. Section 01330: Submittal Procedures

2. Section 01500: Temporary Facilities and Controls

3. Section 01770: Closeout Procedures

1.02 REFERENCES

A. California Integrated Waste Management Act of 1989 (AB 939)

B. California Code of Regulations Title 14, Section 18700 et seq.

1.03 SYSTEM DESCRIPTION

A. Collection and separation of all C&D waste materials generated on-site, reuse or recycling on-site, transportation to approved recyclers or reuse organizations, or transportation to legally designated landfills, for the purpose of recycling salvaging and/or reusing a minimum of 75% of the C&D waste generated.

1.04 SUBMITTALS

A. C&D Waste Management Plan (Exhibit 1): Within 10 calendar days after the Notice to Proceed and prior to any waste removal, submit the following to the DISTRICT for review and approval. Update quarterly. Include:

1. Materials to be recycled, reused, or salvaged, either onsite or offsite.

2. Estimates of C&D waste quantity (in tons) by type of material. (If waste is measured by volume, give factors for conversion to weight in tons.)

3. Procedures for recycling/ reuse program.

4. Permit or license and location of Project waste-disposal areas.

5. Site plan for placement of waste containers.

B. C&D Waste Management Monthly Progress Report (Exhibit 2): Summary of waste generated by Project, monthly with Application for Payment. Include:

1. Firms accepting the recovered or waste materials.

2. Type and location of accepting facilities (landfill, recovery facility, used materials yard, etc.). If materials are reused or recycled on the Project site, location should be designated as "on-site reuse / recycling".

3. Type of materials and net weight (tons) of each.

4. Value of the materials or disposal fee paid.

5. Attach weigh bills and other documentation confirming amount and disposal location of waste materials.

C. C&D Waste Management Final Compliance Report: Final update of Waste Management Plan to provide summary of total waste generated by Project.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 IMPLEMENTATION

A. Implement approved Waste Management Plan including collecting, segregating, storing, transporting and documenting each type of waste material generated, recycled or reused, or disposed in landfills.

B. Designate an on-site person to be responsible for instructing workers and overseeing the sorting and recording of waste/ recyclable materials.

C. Include waste management and recycling in worker orientation and as an agenda item for regular Project meetings.

D. Recyclable and waste bin areas shall be limited to areas approved on the Waste Management Plan. Keep recycling and waste bins neat and clearly marked to avoid contamination of materials.

3.02 ATTACHMENTS

A. Exhibit 1: Waste Management Plan

B. Exhibit 2: Waste Management Monthly Progress Report.

EXHIBIT 1

WASTE MANAGEMENT PLAN
CONSTRUCTION/ MAINTENANCE/ALTERATION & DEMOLITION PROJECTS

PROJECT NAME: **San Bernardino City Unified School District Roosevelt II (Henry) Elementary School New Elementary School Construction Project**
PROJECT NO: **F09-02 RE-BID**
NAME OF COMPANY:
CONTACT PERSON:
TELEPHONE:
PROJECT SITE LOCATION:
PROJECT TYPE: ☐ NEW CONSTRUCTION ☐ DEMOLITION ☐ MAINTENANCE/ALTERATION PROJECTS
PROJECT SIZE (SQ. FT.):
DATE & ESTIMATED PERIOD

(1) Material Type	(2) Tons Estimated Recycle	(3) Tons Estimated Reuse	(4) Tons Estimated Salvage	(5) Tons Estimated Landfill	(6) Proposed Disposal or Recycling Facility (e.g., Onsite, Name of Facility)
Total					
Diversion Rate: Columns [(2)+(3)+(4)] / [(2)+(3)+(4)+(5)]					**=**

Signature	Title	Date

Column 1 "Material Types" – Enter type of materials targeted for recycling, reuse, and/or salvage, either on- or off-site, and include a category for waste materials requiring disposal.

Columns 2 thru 4 "Estimated Generation" - Enter estimated quantities (tons) of recyclable, reusable, or salvageable waste materials anticipated to be generated and state number of salvageable items.

Column 5 "Estimated Landfill" - Enter quantities (tons) of materials to be disposed in landfill.

Column 4 "Disposal Location" - Enter end-destination of recycled, salvaged, and disposed materials.

General : (1) Attach proposed Recycling & Waste Bin Location Plan.
(2) Attach name and contact data for each recycling or disposal destination to be used.

EXHIBIT 2

WASTE MANAGEMENT PROGRESS REPORT
CONSTRUCTION/ MAINTENANCE/ALTERATION & DEMOLITION PROJECTS

PROJECT NAME: **San Bernardino City Unified School District Roosevelt II (Henry) Elementary School New Elementary School Construction Project**
PROJECT NO: **F09-02 RE-BID**
NAME OF COMPANY:
CONTACT PERSON:
TELEPHONE:
PROJECT SITE LOCATION:
PROJECT TYPE: ☐ NEW CONSTRUCTION ☐ DEMOLITION ☐ MAINTENANCE/ALTERATION PROJECTS
PROJECT SIZE (SQ. FT.):
PERIOD to

(1) Material Type	(2) Tons Actual Recycle	(3) Tons Actual Reuse	(4) Tons Actual Salvage	(5) Tons Actual Landfill	(6) Disposal or Recycling Facility (e.g., Onsite, Name of Facility)
Total					
Diversion Rate: Columns [(2)+(3)+(4)] / [(2)+(3)+(4)+(5)]					**=**

Signature	Title	Date

Column 1 "Material Types" – Enter type of materials targeted for recycling, reuse, and/or salvage, either on- or off-site, and include a category for waste materials requiring disposal.

Columns 2 thru 4 "Estimated Generation" - Enter estimated quantities (tons) of recyclable, reusable, or salvageable waste materials anticipated to be generated and state number of salvageable items.

Column 5 "Estimated Landfill" - Enter quantities (tons) of materials disposed.

Column 4 "Disposal Location" - Enter end-destination of recycled, salvaged, and disposed materials.

General : (1) Attach proposed Recycling & Waste Bin Location Plan.
(2) Attach name and contact data for each recycling or disposal destination to be used.

END OF SECTION

SECTION 01356

ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Products and installation for patching and extending Work.

B. Transitions and adjustments.

C. Repair of damaged surfaces, finishes and cleaning.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

A. New Materials: As specified in product Sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspection, and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that demolition is complete and areas are ready for installation of new Work.

B. Beginning of renovation work means acceptance of existing conditions.

3.02 PREPARATION

A. Move, cut, or remove items as necessary for access to alterations and renovation work. Replace and restore at completion.

B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals and deteriorated masonry and concrete. Replace materials as specified for finished work.

C. Remove debris and abandoned items from area and from concealed spaces.

D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

E. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

3.03 INSTALLATION

A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate District occupancy.

B. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original or specified condition.

C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material with a neat transition to adjacent finishes.

D. Restore existing and remaining plumbing, heating, ventilating and air conditioning, electrical and fire alarm systems to full operating condition and advise ARCHITECT of any deficiencies discovered during the course of the work.

E. Install products as specified in individual Sections.

3.04 TRANSITIONS

A. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work shall match existing adjacent work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to ARCHITECT for a satisfactory resolution.

3.05 ADJUSTMENTS

A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls and ceilings to a smooth plane without breaks, steps or bulkheads.

B. Where a change of plane of 1/4 inch or more occurs, request instructions from ARCHITECT.

C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.

D. Fit work at penetrations in fire-rated assemblies as specified in "Cutting and Patching" Section.

3.06 REPAIR OF DAMAGED SURFACES

A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored or showing other imperfections.

B. Repair substrate prior to patching finish.

3.07 FINISHES

A. Finish surfaces as specified in individual product Sections.

B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest Intersections.

3.08 CLEANING

A. Conform to "Contract Closeout" requirements.

END OF SECTION

SECTION 01357

CONTRACTOR SAFETY REQUIREMENTS

PART 1. GENERAL

1.01. SECTION INCLUDES

A. Health and Safety Policies of the DISTRICT

B. Safety Activities and Measures.

C. Reporting Requirements and Forms

1.01. GENERAL

A. HEALTH AND SAFETY POLICIES

1. The safety guidelines included here are made available as an extension of the safety clause in the Contract General Conditions Article 10. This information is offered as assistance to the CONTRACTOR in complying with all project safety requirements, and to provide assurance to the DISTRICT that appropriate and required safety measures are being taken. However, the information contained within this Section is not intended to reflect all requirements for safe practices and conduct for which a CONTRACTOR may be responsible, including safety of persons and property, and compliance with all statutes, rules, regulations and orders applicable to the conduct of the work.

2. The DISTRICT, ARCHITECT, and CONSTRUCTION MANAGER (CM) assume no liability for the CONTRACTOR's safety program, or the CONTRACTOR's compliance with any safety practices or policies. It is the sole responsibility of each CONTRACTOR to monitor and maintain a safe working environment for their employees, and in so doing, assure a safe working environment for all other CONTRACTORs who may come in contact with their work.

2. The policy of the DISTRICT is to promote safety at a level to assure personal safety and minimize potential property damage.

3. Employees of CONTRACTORs working on this project are required to meet or exceed all established and recognized codes and standards for safety and protection of personnel and property.

4. The possession, use, or sale of any alcoholic beverage or illegal controlled drug substance will not be permitted on or adjacent to the job site by any CONTRACTOR, CONTRACTOR employee, subcontractor employer or associate.

5. The abuse of prescribed medication will not be permitted on or adjacent to the job site by any CONTRACTOR, CONTRACTOR employee, subcontractor employee or associate.

. The CONTRACTOR, and other CONTRACTORs, share the responsibility of monitoring and enforcing, as necessary, paragraphs A.4 and A.5 above. Any known (or with due cause believed to be), violator shall be immediately reported to the CM.

6. The DISTRICT reserves the right to take corrective action, as deemed in the best interest of the project and the DISTRICT, for violation of any health or safety standard. This corrective action may include, but is not limited to removal (from the job site) of any unsafe tools or equipment; temporary work stoppage for any unhealthy or unsafe condition; and immediate removal (from the job site) of any person that is unwilling or incapable of conducting themselves in a manner that promotes a healthy and safe working atmosphere. Any person found to be repeatedly in violation of health and/or safety standards will be permanently restricted from the site.

B. RESPONSIBILITIES

1. The DISTRICT demands that all project CONTRACTORs perform in a reasonable and safe manner.

2. All CONTRACTOR and subcontractor employees/workers shall wear , at a minimum, the following at all times while on the site: 1) hard hats, 2) proper long pants (no shorts), 3)shirts with sleeves (no tank tops or cut off sleeves), 4) safety vests, and 5) work boots. Work boots shall have steel toes, if necessary, for the work being performed. Employees/workers not complying with requirements will be asked to leave the site.

3. The CONTRACTORs working on this project have the ultimate and total responsibility to conduct a sound accident control program as it pertains to their work, their subcontractors, and their employees, as well as to ensure safe working conditions for employees of other CONTRACTORs.

3. The CONTRACTOR will ensure that his employees and subcontractors cooperate with and coordinate safety matters with other CONTRACTORs to form a joint safety effort.

4. Employees who have been or will be exposed to excessive (measured against applicable standards) levels of toxic materials or harmful physical agents shall be notified by the CONTRACTOR. Notice of corrective action being taken shall be provided to the employees. Accurate records must be kept of all exposures which are required to be monitored under the State and Federal Codes.

5. In the event of a defense by the CONTRACTOR against unsafe independent employee actions, the Appeals Board requires that evidence must be presented of the following:

   a. Employee was experienced in the job being performed;

b. Employer has a well devised safety program, which includes training employees in safety matters relating to their individual job assignments;

c. Employer effectively enforces the safety program;

d. Employer has and enforces a policy of sanctions against employees who violate the safety program; and

e. Employee caused a safety infraction which he or she knew was in violation of a safety requirement.

C. SAFETY ACTIVITIES

1. CONTRACTOR will conduct or initiate:

a. Safety program as required by current State of California requirements.

b. Weekly "tool box" safety meetings between CONTRACTOR and CONTRACTOR's supervisors, foremen, employees and subcontractors working on the project.

c. Weekly safety inspections of your work area and those areas of work under your responsibility or shared responsibility as well as taking any other necessary safety precautions.

D. REPORTS

1. Submit all preliminary, periodic and special reports to the CONSTRUCTION MANAGER. The CONTRACTOR is in no way relieved of the requirements for submission of reports to any agency or authority.

a. All reports listing deficiencies, accidents or injuries shall show corrective action taken.

b. A weekly status and summary report of each "tool box" meeting held and items discussed.

c. A weekly status report of inspection results. The attached status forms are for your convenience only.

d. A continuing list of deficiencies found, date identified, responsible party, corrective action and date corrected.

e. Accident reports and injury forms. Submit a copy of one of the following to the Construction Manager for each case:

1) California Division of Labor Statistics and Research Form 5020 (latest rev.), or;

2) Federal OSHA Form 101, or;

3) Insurance Company form similar to 1 or 2 above.

f. A copy of CAL/OSHA Form 200 "Log and Summary of Occupational Injuries and Illness."

2. Special Reports

a. Notify the CONSTRUCTION MANAGER immediately of any accident involving injury to personnel or property; and complete written reports within 24 hours of a death or injury of five (5) or more employees as a result of one accident.

b. Copies of all toxic or harmful agent reports (See paragraph B.4.)

3. Governmental Reports

a. Notification of governmental authorities is the responsibility of each affected CONTRACTOR.

E. SAFETY DEFICIENCY CORRECTION

1. All safety deficiencies will be corrected by CONTRACTORs in accordance with the following priorities.

a. Immediate correction of items with any probability of major or minor injury to people.

b. Correction immediately of any accident probability which could involve people and/or equipment.

c. Correction within one (1) day (or sooner) of potential injury or damage to property.

F. OUTSIDE SAFETY INSPECTIONS

1. Unannounced inspections by city, state or federal safety agencies or insurance companies may occur.

a. CONTRACTORs are to escort representatives of these agencies or companies directly to the Construction Manager and assist him as required or directed.

b. If the Construction Manager is not available, the CONTRACTOR's foreman or representative shall accompany the inspector on the inspection.

G. INVESTIGATING

1. All injuries are to be investigated by the CONTRACTORs and reported.

2. The Construction Manager shall be notified prior to proceeding with an investigation.

H. SAFETY STANDARDS AND CODES

1. All CONTRACTORs are to provide their job supervision with applicable safety code publications and ensure they are familiar with the contents.

2. Occupation Safety and Health Administration Standards (latest applicable edition) on the designated applicable safety standards.

3. In states with OSHA approved plans, state codes will take precedence unless federal standards are more stringent, in which case federal standards shall apply.

4. All code and standard conflicts will be resolved by applying the most restrictive code and/or standard.

5. Suggested references for CONTRACTORs are:

   a. Safety & Health Regulation for Construction, U.S. Department of Labor, OSHA, Volume 37, No. 243.

   b. Construction Safety Orders, State Standard, CAL/OSHA, State of California, latest edition.

   c. GSA Manual - GSA -PBSP 5900.3.

   d. U.S. Army Engineering Manual - BM 385-1.

   e. Accident Prevention, Associated General CONTRACTORs.

   f. A Short Guide to the California Occupational Safety and Health Act. - National Federation of Independent Business, 150 West 20th Avenue, San Mateo, California 94403.

I. REQUIRED NOTICES TO BE VISIBLY DISPLAYED

1. Workers' Compensation Insurance Notice

2. OSHA poster: Safety and Health Protection on the job.

3. State of California Department of Human Resources: Notice to Employees Unemployment Insurance - Disability Insurance.

4. "Hard Hat Area" Signs.

5. List of ambulances, doctors and hospitals with telephone numbers which can be called during an emergency.

6. Name and title of the safety representative from each CONTRACTOR's organization.

7. Any other safety signs, slogans, etc. that will improve the general awareness of a joint safety program.

J. PERMITS

1. Permits from the Division of Industrial Safety are required before CONTRACTORs may undertake the following kinds of work:

   a. Construction of trenches or excavations which are five (5) feet or more deep, into which a person is required to descend;

   b. Construction of any building, structure, falsework or scaffolding more than three stories high.

   c. Demolition of any building, structure, falsework or scaffolding more than three stories high.

2. The Division of Industrial Safety may investigate or confer with the CONTRACTOR, as employer, before the start of work. If a pre-job safety conference between the Division of Industrial Safety personnel and the employer is a requirement specified by the Division of Industrial Safety at the time the permit is issued, employees or their representatives are to be included at the conference.

3. Permits must be posted at or near each place of employment requiring a permit. If posting at the actual job site is not possible, the permit must be available for inspection at all times at the site, or, in the case of a mobile unit, at the employer's head office in the area.

4. Additional permits may be required from the Division of Industrial Safety or other applicable governmental agencies. It is the responsibility of each CONTRACTOR to determine, procure and pay for his own permits.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION (Form Attached)

SAFETY STATUS FORMS

THIS REPORT IS TO SERVE AS A MINIMUM STANDARD GUIDELINE AND DOES NOT INCLUDE JOB OR TRADE SPECIFIC ITEMS OR CONDITIONS. SAID ITEMS OR CONDITIONS SHOULD BE ADDED BY CONTRACTOR ON THE LAST PAGE ENTITLED "COMMENTS AND REMARKS".

#:	QUESTION / CHECK LIST COMMENT:	YES	NO	N/A
A.	**FIRE PROTECTION AND PREVENTION**			
1.	Are all flammable liquid containers clearly identified?			
2.	Are all flammable liquid containers UL or FM listed?			
3.	Have proper storage practices for flammables been observed?			
4.	Have the proper type & adequate number of fire extinguishers been observed at the job site?			
5.	Are extinguishers readily accessible and serviced regularly?			
6.	Are hydrants clear and accessible for Fire Department personnel?			
B.	**ELECTRICAL**			
1.	Are all switchgear, panels and devices that are energized marked and/or guarded to prevent accidental contact?			
2.	Are lockout devices available and used on all circuits and equipment that could become energized while work is being performed?			
3.	Are all temporary circuits properly guarded and grounded?			
4.	Are all extension cords in continuous lengths without splices or tape?			
5.	Are GFCI's being used? If not, is Assured Equipment Grounding Conductor Program being followed?			
6.	If temporary lighting is provided, are bulbs protected against accidental breakage?			
7.	Are there a sufficient number of temporary outlets on the job site?			
8.	Are there any visual signs of outlet overloading?			
C.	**HAZARD COMMUNICATION**			
1.	Does the Hazard Communication Program include a list of hazardous chemicals?			
2.	Does the Hazard Communication Program include container labeling?			

#:	QUESTION / CHECK LIST COMMENT:	YES	NO	N/A
3.	Does the Hazard Communication Program include "Material Safety Data Sheets" (MSDS)?			
4.	Does the Hazard Communication Program include employee training?			
5.	Does the Hazard Communication Program include personal protective equipment (PPE)?			
6.	Does the Hazard Communication Program include emergency response procedures, information & phone numbers?			
7.	Does the Hazard Communication Program include a list of hazards for non-routine tasks?			
8.	Does the Hazard Communication Program include procedures for informing other CONTRACTORs of hazardous conditions and/or procedures?			
9.	Does the Hazard Communication Program include adequate posting of signage & warning labels?			
10.	Is a copy of the Hazardous Communication Program at this job site?			
D.	**EXCAVATION / TRENCHING**			
1.	Have utility companies been notified of proposed excavation work (one-call system)?			
2.	Are overhead utility lines noted and precautions taken to avoid contact by cranes, backhoes or other heavy equipment?			
3.	Is the excavation inspected daily or more frequently when there is a change in weather or environment that could affect the soil?			
4.	If needed, are barricades, stop logs, etc. properly located?			
5.	Are excavations five (5) feet or deeper correctly sloped, benched, shored or is a trench box (shield) used?			
6.	Is a ladder or other means of exit (egress) provided in trenches or excavations four (4) feet or deeper?			
7.	When ladders are used, do they extend three (3) feet above the surface and are they secured?			
8.	Are shoring and shielding systems inspected daily by a competent person?			
E.	**SCAFFOLDING**			
1.	Are scaffold components visibly free of any physical damage (no bent supports or cross bracing)?			

#:	QUESTION / CHECK LIST COMMENT:	YES	NO	N/A
2.	Is scaffolding properly erected with all pins and braces in place and locked?			
3.	Are rolling scaffolds equipped with locking wheels?			
4.	Are wheels locked when scaffold is in use?			
5.	Is scaffold erected on a firm and substantial surface?			
6.	Is planking of a scaffold grade?			
7.	Is planking in good condition and properly installed?			
8.	Are toeboards and guardrails in place on scaffolds over ten (10) feet?			
9.	Are workers on scaffolding protected from falling objects if overhead hazards exist?			
10.	Is a ladder provided for access to scaffold work platform?			
F.	**BARRICADING**			
1.	Are floor openings planked and secured or barricaded?			
2.	Is a flag person provided to direct traffic when needed?			
3.	Are open excavation, road drop offs, manholes & uneven surfaces barricaded?			
G.	**LADDERS**			
1.	Is the proper ladder for the job being used?			
2.	Are ladders in good condition (no missing or broken rungs, etc.)?			
3.	Is there a need for and/or are there safety shoes/cleats on the bottom of ladders?			
4.	Are non-conductive ladders available for use around live wiring?			
5.	Are ladders tied-off at top or otherwise secured?			
6.	Do side rails extend 36 inches above the top of the landing?			
7.	Are step ladders fully opened when in use?			
H.	**PERSONAL PROTECTIVE EQUIPMENT**			
1.	Is hearing protection available for personnel that may be exposed to noisy conditions?			
2.	Is respiratory protection available to personnel and is it being used when conditions require same?			
3.	Are safety harnesses, belts, lifelines and lanyards available and being used?			

#:	QUESTION / CHECK LIST COMMENT:	YES	NO	N/A
4.	Are personnel using gloves when handling sharp or rough material?			
I.	**MEDICAL**			
1.	Are first-aid kits available and properly stocked?			
2.	Are all emergency phone numbers posted?			
3.	Are all employees aware of the address of the site or capable of giving proper directions to emergency personnel?			
4.	Is anyone trained in first-aid and CPR?			
J.	**TOOLS: (hand & power)**			
1.	Are tools free of any obvious physical damage?			
2.	Are tools inspected for frayed and damaged cords?			
3.	Are tools and cords properly grounded and are ground pins in good condition?			
4.	Are the handles on all tools in good condition (not bent, splintered or broken)?			
5.	Are all hoses on air or hydraulic tools in good condition?			
6.	Are all shields and guards in place on the tools and in good condition?			
7.	Has each tool and/or equipment operator received proper operating and safety instruction for each tool and/or piece of equipment which he or she is using?			
8.	Has each user of a powder actuated tool been properly certified and are their certifications current?			
K.	**WELDING AND CUTTING**			
1.	Welding goggles/helmet, gloves and clothing being used by each welder			
2.	Inspection for fire hazards after welding stops			
3.	Are gas cylinders, hoses, regulators, torches, torch tips and welding carts in good working order and are same being properly secured?			
L.	**HOIST, CRANES AND DERRICKS**			
1.	Are cables and sheaves checked?			
2.	Are slings hooks, eyelets and chokes inspected?			
3.	Are load capacities posted in cab?			

#:	QUESTION / CHECK LIST COMMENT:	YES	NO	N/A
4.	Are power lines at a safe distance?			
5.	Are crane inspection logs with crane?			
M.	**FLOOR, WALL OPENINGS, STAIRWAYS**			
1.	Are floor and roof openings guarded by properly constructed guardrails or a properly reinforced and secured cover?			
2.	Are open-sided floors and platforms six (6) feet or more above the ground guarded with a properly constructed railing?			
3.	Are stairs with four or more risers equipped with standard hand rail construction?			
4.	Are runways four feet or more above the ground properly guarded?			

CONTRACTOR SAFETY - "COMMENTS & REMARKS"

SECTION 01450

QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Quality assurance and control of installation
B. Reference Standards
C. Field Samples
D. Mock-up
E. Project Inspector
F. Coordination
G. Verified Reports
H. Manufacturers' field services and reports
I. Testing and Inspection

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce work of specified quality.

B. Comply fully with manufacturers' instructions including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Where experience minimums for workmen, applicators, companies or manufacturers are required in individual sections, written certification and documentation substantiating such minimums shall be submitted and approved by the Architect, when requested.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.03 REFERENCE STANDARDS

A. Conform to reference standard by date of issue current on date of Contract Documents.

B. Obtain copies of standards when required by Contract Documents.

C. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.

D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 FIELD SAMPLES

A. Install field samples at the site as required by individual specifications Sections for review by Architect.

B. Accepted samples represent a quality level for the Work.

C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect and is no longer required for reference.

1.05 MOCK-UP

A. Tests will be performed under provisions identified in this section.

B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals and finishes.

C. Where mock-up is specified in individual Sections to be removed, clear area after mock-up has been accepted by Architect and is no longer required for reference.

1.06 PROJECT INSPECTOR

A. An Inspector, herein referred to as the "Project Inspector" or " Inspector of Record", will be employed by the District and approved by Office of Regulation Services, Division of State Architect (ORS/DSA) in accordance with Part 1, Title 24, Section 4-333, California Code of Regulations. His duties are described in Part 1, Title 24, Section 4-342, CCR. His duties are also required and defined in Sections 17309, 17311, 81141 and 81143 of the California Education Code as they relate to schools.

B. The work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector of Record (IOR). He shall have free access to any or all part of the work at any time. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill the requirements of this Contract.

C. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract price will be adjusted by Change Order.

D. Contractor will reimburse the Owner for costs of additional inspections and tests required due to any of the following:

1. Contractor's failure to complete the entire Work within the contract time stated in the Agreement between Owner and Contractor, including properly authorized time extensions.

2. Claims between separate contractors.

3. Covering of Work before required inspections and tests are performed.

4. Tests and inspections of Contractor's correction of defective Work.

5. Inspecting and testing agency overtime costs due to acceleration of the Work for Contractor's convenience.

6. Tests and inspections required because of a change in materials provided or a change in source of supply.

7. Tests and inspections required solely for the convenience of the Contractor in scheduling and performing the Work.

8. Inefficient inspection and testing caused by the Contractor's inefficient and sporadic manufacturing, purchasing or installation processes.

E. Inspection Requests: Contractor shall request inspection of completed portions of the Work through the Construction Manager at least 2 working days in advance of the inspection to be performed. Contractor shall submit said request for inspection in writing using a form acceptable to the Construction Manager. The Contractor is responsible for reviewing all of the Contract Documents for inspection requirements.

F. Inspections which are to occur more than 50 miles from the project site (i.e., factory inspections) require a minimum advance notice to the Construction Manager of 14 calendar days. All such inspections requiring the Inspector of Record to travel shall be reimbursed by the Contractor.

G. All Bid Package Contractors shall provide, on a weekly basis, an anticipated Inspection Requirements Schedule at each weekly Construction Coordination meeting. The Contractor shall be solely responsible for any delays due to improper or untimely inspection requests.

H. There shall be a final inspection and approval of all buildings, structures, and equipment when completed and ready for occupancy and use.

1.07 COORDINATION

A. All Bid Package Contractors to coordinate the work to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

B. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

C. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

D. Make adequate provisions to accommodate items scheduled for later installation.

1.08 VERIFIED REPORTS

A. Contractor shall comply with Part 1, Title 24, Sections 4-336 and 4-343, California Code of Regulations and issue verified reports through the Architect as required.

1.09 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and as applicable and to initiate instructions when necessary.

B. Manufacturers Representatives shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

C. Submit report of observation to Architect for review.

1.10 TESTING AND INSPECTION

A. The District 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 District. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the District may correct same and charge the expense to the Contractor.

B. Should it be considered necessary or advisable by the District at any time before final acceptance of the entire work to make an examination of the work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01453

EXPANSION ANCHORS & POWDER-ACTUATED FASTENERS

PART 1 - GENERAL

1.01 SECTION INCLUDES

This Section includes CONTRACTOR's responsibilities with regard to approved expansion and powder-actuated fasteners, and requirements for their installation, testing and safety.

A. Testing and inspection services to meet requirements of the California Code of Regulations (CCR), Title 24, California Building Code (CBC).

B. Inspection by DSA certified inspectors, employed by the DISTRICT in accordance with the requirements of California Building Standards Administrative Code, assigned to the Work with duties specifically defined in Section 4-333(b).

1.02 RELATED SECTIONS

A. Testing and Inspection

1.08 GENERAL REQUIREMENTS

A. Comply with all applicable portions of the Testing and Inspection Section.

1.09 EXPANSION ANCHORS

A. Approved Wedge Type: TRUBOLT WEDGE, 1/4 to 1-1/4 inch diameter, ICBO No. 1372, by ITW Ramset, City of Commerce, CA or KWIK BOLT II, 1/4 to 1 inch diameter, ICBO No. 4627, by Hilti Corp., Tulsa, OK.

B. Approved Sleeve Type: DYNABOLT SLEEVE, 1/4 to 3/4 inch diameter, ICBO No. 1372, by ITW Ramset, City of Commerce, CA.

C. Approved Shell Type: MULTI-SET II, 1/4 to 3/4 inch diameter, ICBO No. 1372, by ITW Ramset, City of Commerce, CA or SERIES HDI, 1/4 to 1 inch diameter, ICBO No. 2895, by Hilti Corp., Tulsa, CA.

D. Maximum Values: The maximum allowable shear and tension values shall be determined in one of the following ways:

1. The allowable load values shall be based on the ultimate shear and tension load data from qualification tests, in accordance with ASTM E-488, of at least five (5) test specimens, using a factor of safety of five on the average of the test values, or a factor of safety of four on the lowest test value, whichever is lower, or;

2. An allowable load equal to but not more than eighty percent of the allowable load listed in the ICBO Evaluation Report recommendation for a specific anchor in the same configuration as tested.

E. Expansion anchors installed in the tension zone (underside) of structural members (beams and slabs) shall have allowable load values modified beyond that defined in D.1 and D.2, unless data is submitted indicating that the specific anchor is not adversely affected by the cracking of concrete in the tension zone. From qualification test per D.1, a factor of safety equal to eight shall be used on those anchors. If loads are determined from an ICBO Evaluation Report, the allowable loads shall be based on bolts installed without special inspection.

F. Embedment, Spacing and Edge Distance: The minimum spacing between anchors shall be as defined in the ICBO Report. The minimum edge distance for drilled-in anchors shall be ten (10) bolt diameters per Section 1923A.3, California Building Code unless test data is submitted indicating full anchor strength at a closer edge distance. For edge distances closer than ten bolt diameters, with the load directed toward the free edge, the allowable shear load shall be reduced per Section 1923A.3, California Building Code, unless a qualification tests per D.1 above are submitted to substantiate a higher value.

G. All expansion anchors shall meet the minimum depth of embedment criteria established by the ICBO Report and/or manufacturer. The minimum slab thickness established in the manufacturer's technical guide for the specified anchor shall also be adhered to.

1.10 REQUIRED TESTING FOR EXPANSION ANCHORS

A. Conform to CBC Section 1923A.3.5 for testing requirements:

1. Drilled-in expansion bolts or chemical-type anchors in concrete. When drilled-in expansion-type anchors are used in lieu of cast in place bolts, the allowable shear and tension values and test loads shall be acceptable to the enforcement agency.

2. When expansion-type anchors are listed for sill plate bolting applications, 10 percent of the anchors shall be tension tested.

3. When expansion-type anchors are used for other structural applications, all such expansion anchors shall be tension tested. Expansion-type anchors shall not be used as hold-down bolts.

4. When expansion type anchors are used for nonstructural applications such as equipment anchorage, 50 percent or alternate bolts in a group, including at least one-half the anchors in each group shall be tension tested.

5. The tension testing of the expansion anchors shall be done in the presence of the Project INSPECTOR and a report of the test results shall be submitted to the enforcement agency. If any anchors fail the tension-testing requirements, the additional testing requirements shall be acceptable to the enforcement agency. The above requirements shall also apply to bolts or anchors set in concrete with chemical if the long-term durability and stability of the chemical material and its resistance to loss of strength and chemical change at elevated temperatures are established to the satisfaction of the enforcement agency.

B. Test Values: Conform to the following table for either Hardrock or Lightweight Concrete:

TEST VALUES (HARDROCK OR LIGHTWEIGHT CONCRETE)				
ANCHOR	WEDGE		SLEEVE	
DIA. (INCHES)	LOAD (LBS)	TORQUE (FT-LBS)	LOAD (LBS)	TORQUE (FT-LBS)
1/4"	1050	5	540	4
3/8"	1740	15	1680	35
2"	1860	30	2410	60
5/8"	3240	75	2590	100
3/4"	5490	150	2900	120

1. Anchor diameter refers to the thread size for the wedge and shell categories and to the anchor outside diameter for the sleeve category.2. Apply proof test loads to wedge and sleeve anchors without removing the nut if possible. If not, remove nut and install a threaded coupler to the same tightness of the original nut using a torque wrench and apply load.

3. For sleeve\shell internally threaded categories, verify that the anchor is not prevented from withdrawing by a baseplate or other fixtures. If restraint is found, loosen and shim or remove fixture(s) prior to testing.

4. Reaction loads from test fixtures may be applied near the anchor being tested provided the anchor is not restrained from withdrawing by the fixture(s).

5. SHELL type anchors shall be tested as follows: Visually inspect 25 percent for full expansion as evidenced by the location of the expansion plug in the anchor body. Plug location of a fully expanded anchor should be as recommended by the manufacturer, or in the absence of such recommendation, as determined on the job site following the manufacturer's installation instructions, and; Proof load 5 percent as indicated in the table above, but not less than three anchors per day, for each different person or crew installing anchors, or; Test 50 percent of the installed anchors per 1925A.3.5.

6. Test equipment shall be calibrated by an approved testing laboratory in accordance with standard recognized procedures.

7. Torque testing may occur on an individual basis when test procedures are submitted and approved by the enforcement agency.

8. The following criteria apply for the acceptance of installed anchors:

   a. Hydraulic Ram Method: The anchor shall have no observable movement at the applicable test load.

   b. Torque Wrench Method: The applicable test torque must be reached within the following limit for wedge or sleeve type:

      (1) One-half (2) turn of the nut.

      (2) One-quarter (1/4) turn of the nut for the 3/8 inch sleeve anchor only.

9. Testing shall occur within 24 hours after installation.

1.11 POWDER ACTUATED FASTENERS

A. Use of Powder actuated fasteners for tension loads is limited to support of minor loads such as suspended acoustical ceilings, ductwork and conduit.

B. Allowable Loads: Limited to less than 100 lbs.

C. Permissible Loads:

1. Stone Aggregate Concrete: Minimum 0.177 inch diameter, minimum penetration 1-7/16 inch. Required Allowable Loads: 100 lbs or 80 percent of values listed in ICBO Report whichever is less: ICBO No. 2388.

   a. 3300 SERIES, by ITW Ramset, City of Commerce, CA, ICBO No. 1639 and 1147.

   b. Type DS, by Hilti Fastening Systems, Inc., Tulsa, OK.

2. Lightweight Aggregate Concrete: Minimum 0.145 inch diameter, minimum penetration 1-1/8 inch. Required Allowable Loads: 100 lbs or 80 percent of values listed in ICBO Report whichever is less:

   a. 1500 SERIES, by ITW Ramset, City of Commerce, CA, ICBO No. 1639 and 1147.

   b. Type DN, by Hilti Fastening Systems, Inc., Tulsa, OK, ICBO No. 2388.

1.12 REQUIRED TESTING FOR POWDER ACTUATED FASTENERS

A. Testing: Operator, tool and fastener shall be pre-qualified by the Project Inspector.

1. Tools shall conform to ANSI A10.3 safety requirements for Powder Actuated Fastening Systems and to all OSHA requirements.

B. The Project Inspector shall observe the testing of the first 10 fastener installations loaded in tension.

C. A test pullout load of not less than twice the design load or 200 lbs, whichever is greater, shall be applied to the fastener in such a manner as not to resist the spalling tendency of concrete in which the fastener is imbedded. Thereafter, random tests under the Project Inspector's supervision shall be made of approximately 1 in 10 fasteners. The design load shall not exceed 100 lbs.

D. Should failure occur on any fastener tested, all installations shall be tested until twenty consecutive fasteners pass, then resume the initial testing frequency.

1.13 INSTALLATION OF FASTENERS

A. When installing drilled-in anchors and/or powder-driven pins in reinforced concrete, use care and caution to avoid cutting or damaging reinforcing bars. When required by the ARCHITECT, locate the reinforcing by using a non-destructive method prior to installation. Exercise extreme care and caution to avoid cutting or damaging reinforcing during installation. Maintain a minimum clearance of one inch between the reinforcing and the anchor and/or pin.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01455

TESTING AND INSPECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

This Section includes CONTRACTOR's responsibilities with regard to mandatory testing and inspection services:

A. Testing and inspection services to meet requirements of the California Code of Regulations (CCR), Title 24, California Building Code (CBC).

B. Tests of materials required by the DISTRICT's DSA certified testing agency as set forth in Section 4-335 of the California Building Standards Administrative Code.

C. Inspection by DSA certified inspectors, employed by the DISTRICT in accordance with the requirements of California Building Standards Administrative Code, assigned to the Work with duties specifically defined in Section 4-333(b).

1.02 TESTING AGENCY

A. DISTRICT will select an independent testing agency approved by the California Division of the State Architect to conduct tests, sampling, and testing of materials.

B. Selection of material to be tested shall be by the agency or the INSPECTOR OF RECORD (IOR) and not by CONTRACTOR.

C. Any material shipped from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from IOR that such testing and inspection is not required shall not be incorporated into the Work.

D. DISTRICT will select and directly reimburse testing agency the costs for all DSA and/or DSA required tests and inspections, but may be reimbursed by CONTRACTOR for such costs as noted in related portions of the Contract Documents.

E. The independent testing agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work. The testing agency shall not perform any duties of CONTRACTOR. The agency does not have authority to stop the Work.

1.02 TEST REPORTING

A. Test reports shall include all tests performed, regardless of whether such tests indicate 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. Reports shall indicate the material or materials were sampled and tested in accordance with requirements of CBC, Title 24, Parts 1 and 2. Test reports shall indicate specified design strength. They shall also definitely state whether or not material or materials tested comply with the specified requirements. When requested by DISTRICT or Architect, provide interpretation of test results.

B. After each inspection and test, testing agency will promptly submit one (1) copy of laboratory report to the following distribution list:

1. Division of State Architect
2. District
3. Construction Manager
4. Project Inspector
5. Architect
6. Structural Engineer
7. Mechanical and Electrical Engineers (Related Tests and Inspections)
8. Contractor

C. Each test report will include:

1. Date issued
2. Project title, Architect's number, DSA application and file number
3. Name of agency's inspector
4. Date and time of sampling or inspection
5. Identification of product and Specifications Section
6. Location in the Project
7. Type of inspection or test
8. Date of test and ambient conditions at time of test
9. Results of tests
10. Statement of Conformance with Contract Documents
11. Signature by Registered Professional Engineer licensed in California
12. Statement that tests were conducted in accordance with Parts 1 and 2, Title 24, California Code of Regulations

C. Immediately upon testing agency determination of a test failure, the agency will telephone the results of the test to the ARCHITECT. On the same day, the agency will send written test results to those on the distribution list.

1.03 TEST AND INSPECTION VERIFICATION REPORT

A. Testing agency shall submit to the Division of the State Architect a verified report in duplicate, with copy to the DISTRICT, covering each test which is required to be performed by that agency during progress of the Work. Such report shall be furnished each time construction on the Work is suspended, covering tests up to that time, and also prior to Final Completion of the Work, covering all tests.

1.04 INSPECTION BY DISTRICT

A. DISTRICT and its representatives shall at all times have access, for purpose of inspection, to all parts of the Work and to shops wherein the Work is in preparation, and CONTRACTOR shall at all times maintain proper facilities and provide safe access for such inspection.

B. DISTRICT shall have the right to reject materials and/or workmanship deemed defective Work, and to require correction. Defective workmanship shall be corrected in a satisfactory manner and defective materials shall be removed from the premises and legally disposed of, all without charge to DISTRICT. If CONTRACTOR does not correct such defective Work within a reasonable time, fixed by written notice and in accordance with the terms and conditions of the Contract Documents, DISTRICT may correct such defective Work and proceed to recover costs in accordance with related Articles of the Contract Documents.

1.05 INSPECTOR OF RECORD

A. INSPECTOR OF RECORD (IOR) is employed by DISTRICT in accordance with requirements of Title 24 of the California Code of Regulations with their duties specifically defined therein.

B. Inspection of Work shall not relieve CONTRACTOR from any obligation to fulfill all of the terms and conditions of the Contract Documents.

C. CONTRACTOR shall be responsible for scheduling times of inspection, tests, sample taking, and similar activities of the Work.

1.06 CONTRACTOR RESPONSIBILITIES

A. Deliver to testing agency, at designated location, adequate samples of materials proposed to be used which require testing.

B. Cooperate with testing agency personnel, DISTRICT's Representative, INSPECTOR OF RECORD (IOR), CONSTRUCTION MANAGER and the ARCHITECT, to provide access to the Work including weekends and after work hours and to manufacturer's facilities.

C. Provide incidental labor, materials and facilities to provide, at all times, safe access to Work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.

D. Notify CONSTRUCTION MANAGER, IOR and testing agency 24 hours in advance of required inspections or sampling, and 48 hours in advance of special testing or inspections. Notify DISTRICT in advance of the manufacturer or fabrication of materials in time to plan and schedule required testing at the source of supply. Extra expenses resulting from a failure to notify the agency shall be borne by the CONTRACTOR. Whenever extra expenses are indicated to be borne by the CONTRACTOR, they will be charged to the CONTRACTOR by Change Order.

E. The DISTRICT, IOR, CONSTRUCTION MANAGER or the ARCHITECT 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 cost to the DISTRICT. Extra expenses for retesting and re-inspection shall be borne by the CONTRACTOR. If the CONTRACTOR fails to correct such rejected work within a reasonable time, fixed by written notice, the DISTRICT will correct same and charge the expense to the CONTRACTOR by Change Order.

F. Should it be considered necessary or advisable by the DISTRICT at any time before date of substantial completion 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, all extra expenses shall be borne by the CONTRACTOR. 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 costs shall be allowed the CONTRACTOR by Change Order.

G. When changes of construction progress schedule are necessary during construction, coordinate such changes with the testing agency as required.

H. When the testing agency is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, extra charges for testing attributable to the delay shall be borne by the CONTRACTOR.

I. CONTRACTOR shall provide an insulated curing box with the capacity for twenty (20) concrete cylinders and will relocate said box and cylinders as rapidly as required in order to provide for progress of the Work.

J. CONTRACTOR is responsible for compliance to all applicable local, state, and federal regulations regarding codes, regulations, ordinances, restrictions, and requirements, regardless of the provisions of this Section.

K. Inspecting and testing performed exclusively for the CONTRACTOR's convenience shall be the sole responsibility and expense of the CONTRACTOR.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 TESTS AND INSPECTIONS

A. The following tests and inspections do not limit inspection of the Work but are required by DSA, other agencies, or are required in related Sections of the Contract Documents. The list may not be all inclusive.

B. Excavations, Foundations and Retaining Walls - CBC, Chapter 18A and 33A

1. Inspection:

a.	Earth Fill Compaction	1801A.2
b.	Inspection of Driven Pile Installation	1809A.6
c.	Inspection of Caissons	1809A.7

C. Concrete - CBC, Chapter 19A:

1. Materials:

a.	Test of Materials	1903A.1
b.	Portland Cement Tests	1903A.2
c.	Concrete Aggregate	1903A.3
d.	Shotcrete Aggregate	1903A.3; 1924A.3
e.	Reinforcing Bars	1903A.5.1; 1903A.5.2; 1903A.5.3; 1903A.5.4;
f.	Prestressing Steel & Anchorage	1903A.5.5;
g.	Structural Steel, Steel Pipe or tubing	1903A.5.6
h.	Admixtures	1903A.6
d.	Batch Plant Inspection -	1929A.4
e.	Waiver of Batch Plant Inspection & Tests -	1929A.5, 1929A.6

2. Quality:

a.	Proportions of Concrete	1905A.1; 1905A.2; 1905A.3; 1905A.4; 1905A.5; 1905A.6,
b.	Mixing and Placing	1905A.1.1; 1905A.1.2; 1905A.1.3
c.	Concrete Testing	1905A.6;
d.	Test of Shotcrete	1905A.6; 1924A.10
e.	Composite Construction Cores	1929A.8
f.	Gypsum Concrete Strength Tests	1925A.1; 1929A.13
g.	Insulating Concrete Tests	DSA IR 27-1

3. Inspection:

a.	Project Site Inspection	1905A.7.1
b.	Batch Plant or Weigh-master Inspection:	1929A.4, 1929A.5; 1929A.6
c.	Pre-stressed Concrete Inspection	1929A.9
d.	Shotcrete Inspection	1929A.10
e.	Reinforcing Bar Welding Inspection	1929A.12, 1903A.10

D. Lightweight Metal - CBC, Chapter 20A:

1. Materials:

a.	Alloys	2001A.2
b.	Identification	2001A.4

2. Inspection:

a.	Welding	2004A.8

E. Masonry - CBC, Chapter 21A:

1. Materials:

a.	Masonry Units	2102A.2,.4,.5,.6
b.	Portland Cement, Lime	2102A.2.2, .3; 2103A.2
c.	Mortar & Grout Aggregates	2102A.2.1; 2103A.4.3
d.	Reinforcing Bars	2102A.2.10; 1903A5, 2102A.2.10

2. Quality:

a.	Portland Cement Tests	1903A.2, 1929(A.1)
b.	Mortar & Grout Tests	2105A.3.4.2
c.	Masonry Prism Tests	2105A.3.2, 2105A3.5
d.	Masonry Core Tests	2105A 3.1
e.	Reinforcing Bars	2102A.2.10

3. Inspection:

a.	Reinforced Masonry	2105A
b.	Reinforcing Bar Welding Inspection	1903A.10, 1929A.12

F. Steel - CBC, Chapters 17A & 22A:

1. Materials:

a.	Structural Steel, Cold Formed Steel	2202A.1, 2231A.1
b.	Material Identification	2203.A4

2. Inspection and Tests:

a.	Test of Structural Steel	2231.A
b.	Tests of High Strength Bolts,	2231.A.2 Nuts, and Washers
c.	Tests of End Welded Studs	2231.A.3
d.	Shop Fabrication Inspection	2231.A.4
e.	Welding Inspection	2231.A.5
f.	Non-destructive Weld Testing	1703A
g.	High Strength Bolt Inspection	2231A.6
h.	Steel Joist Load Tests	2231A.7
i.	Spray applied fire resistance materials	1701

G. Wood - CBC, Chapter 23A:

1. Materials:

a.	Lumber and Plywood Grading	2303A.1, 2304A
b.	Glue-Laminated Members	2303A.2, 2304A

2. Inspection:

a.	Glue-Laminated Fabrication	2337A.1
b.	Timber Connectors	2337A.2
c.	Manufactured Trusses	2337A.3

H. Exterior Wall Coverings - CBC, Chapter 14A, 25A:

1. Materials:

a.	Portland Cement Plaster	2508A, 2509A, 2510A

2. Inspection:

a.	Veneer Inspection	1405A

I. Clay or Concrete Roof Tile – CBC Chapter 15A:

1. Materials:
   a. Clay or concrete tile 1507.7
2. Inspection: District Requirement

3.02 EARTHWORK

A. The DISTRICT's testing agency, under the direction of the Geotechnical Engineer of Record, will provide continuous inspection of fill and will field test fill and earth backfill as placed and compacted, and inspect excavations and subgrade before concrete is placed and provide periodic inspection of open excavations, embankments, and other cuts or vertical surfaces of earth. Geotechnical Engineer will sign all reports of observation and testing.

B. Unsatisfactory materials shall be removed from the site. Materials installed improperly shall be removed, replaced, moisture adjusted, re-compacted and otherwise re-worked to achieve a satisfactory installation.

C. Imported fill materials from offsite or onsite shall be inspected and tested at the source before importing and placing, and a report issue attesting to the satisfactory nature of the material.

D. The agency will perform all sampling and testing of materials and testing of work in place as required by the DSA Testing and Inspection Listing, or otherwise required. Testing will be performed in accordance with ASTM or California-required test methods.

3.03 CONCRETE

A. The DISTRICT's testing agency will conduct one-time sampling of aggregate and preparation and testing of concrete mix design for each strength and/or aggregate size specified. Testing costs for additional mix designs shall be borne by the CONTRACTOR.

B. Continuous plant inspection and other concrete installation tests will be conducted by the DISTRICT"s testing agency. However, costs for retesting of materials that do not meet specification requirements shall be borne by the CONTRACTOR.

3.04 ROOFING

A. Testing agency will conduct inspection and testing of built-up bituminous roofing in accordance with manufacturer's instructions, including:

1. Attend pre-roofing conference.

2. Check deck surfaces prior to roofing application to verify that substrate is in satisfactory condition to receive roofing.

3. Check kettle temperature control system and monitor kettle control temperatures.

4. Inspect and test materials including softening point of asphalt to ensure conformance with specifications.

5. Check for excessive moisture.

6. Observe roofing application to ensure conformance with specifications.

7. Supervise cutting and repair of cut-out tests and test and inspect cut-out samples for conformance with specifications.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

1. PART 1 GENERAL

   A. SECTION INCLUDES

      1. Furnishing and installing required temporary facilities as indicated or specified as required for proper performance of the contract.

   B. REGULATORY REQUIREMENTS

      1. Comply with governing regulations and utility company regulations and recommendations.

      2. Comply with pollution and environmental protection regulations for use of water and energy, for discharge of wastes and storm drainage from Project Site, and for control of dust, air pollution and noise.

      3. Temporary construction shall conform to requirements of State, County, and Local authorities and underwriters which pertain to operation, health, safety, and fire hazard. Contractor shall furnish and install items necessary for conformance with such requirements, whether or not called for under the separate divisions of these specifications.

      4. Any Construction Facilities purchased for the District or the Construction Manager's use during the Project become the property of the District upon completion of the Contract and will be turned over to the District. Contractor will pay for any costs associated with moving and delivering items to a location identified by District.

   C. TEMPORARY WATER & DUST CONTROL

      1. The Bid Package 2 Contractor shall provide and pay for construction water throughout the duration of the project in sufficient quantities to continually maintain dust control and construction operations. The Bid Package 2 Contractor shall also provide & maintain a water truck (minimum 2,000 gallons) on site with an operator every work day for purposes of dust control. This requirement is in addition to whatever water truck requirements are required for the Bid Package 2 Contractor's contractual grading operations. Bid Package Contractors requiring construction water shall provide water as required to perform their contractual work.

      2. The Bid Package 3 Contractor shall provide temporary (metered) construction water service at (5) locations throughout site with a minimal 2" service connection at each location. This Bid Package Contractor shall include all costs associated with maintaining temporary electrical service for the full duration of all project construction. Locations to be determined by the Construction Manager. This service is to be maintained for the duration of the project. Acquiring meters and any deposits required will be this Bid Package Contractor's responsibility.

   D. TEMPORARY SANITARY FACILITIES

      1. The Bid Package 1 Contractor will provide and maintain temporary chemical type toilet and wash facilities throughout the duration of the project in sufficient quantities as required for the total workforce of all bid packages on the project site. Contractor will add additional facilities as required based on fluctuations in workforce. Contractor shall provide temporary facilities at the laydown area and at the building site. All temporary toilets shall be properly serviced twice weekly and shall meet all applicable governmental codes at all times.

      2. The Bid Package 1 Contractor shall provide, install, and remove holding tanks for the bathroom facilities at the Construction Manager's trailers. Contractor shall provide pumping and servicing of holding tanks twice weekly.

3. The Bid Package 3 Contractor shall provide temporary water supply to the Construction Manager's and IOR's trailers. Contractor shall make connections, pay charges and fees associated with service, and remove line upon completion of the project or when directed by the Construction Manager. Water line shall be buried and protected from vehicle and equipment traffic.

E. TEMPORARY FENCE

1. Before start of Work on the project site, the Bid Package 2 Contractor shall remove and recycle existing perimeter fencing including posts and footings.
2. Bid Package 2 Contractor shall furnish, install, and continually maintain throughout the duration of the project an 8 foot high temporary chain link fence with locked entrance and access gates to enclose the entire project site at or near the property line. Includes all chains and locks required to make secure.
3. Fence and gates shall be covered in new green privacy fabric. Fence & gates must be continually maintained to prohibit public from gaining access to the site and also deter persons of all ages from entering the site after hours. If fence, gates, mesh screen are damaged or vandalized in anyway, the Bid Package 2 Contractor must repair or replace applicable sections within 24 hours or less to provide a secure, graffiti and vandalism free perimeter.
4. Per Section 01010, Bid Package 1 Contractor shall coordinate with other Bid Package Contractors and submit shop drawings showing proposed site logistics including locations of proposed fencing and gates for Construction Manager's review and approval.
5. Bid Package 2 Contractor shall provide and maintain protection for plant life and trees designated to remain. Tree protection shall at a minimum include 8' chain link fence erected at the tree's drip line or as required by the Architect. Contractor shall provide temporary irrigation for trees as required by Architect.

F. TEMPORARY TELEPHONE/DATA SERVICE

1. The Bid Package 5 Contractor shall furnish & install temporary telephone, fax, and internet services to the Construction Manager's temporary construction office trailers as soon as Construction Manager's temporary office trailers have been set. Service shall continue uninterrupted for the duration of the project. Telephone service shall be provided as indicated per the attached Construction Facilities Attachment A.
2. Bid Package 5 Contractor shall provide phone service and shall include main line to the trailer with branch lines to each office and conference room, DSL modem and service, monthly phone service and useage including local and long distance, and removal of same upon completion of the project or when directed by the Construction Manager.
3. The aforementioned telephone and data lines are for the exclusive use of the Construction Manager's field staff. The Bid Package 5 Contractor shall also pay for all monthly usage of said aforementioned lines including the costs to set-up and take-down said systems.
4. Each Bid Package Contractor's foremen and/or superintendent must carry an operable cell phone with them while on the site at all times for purposes of communication with the Construction Manager's staff and their home offices. The Construction Manager's site Superintendent shall be given the cell phone numbers of each Bid Package Contractor's supervisory field staff including updates whenever said cell phone number changes.

G. CONSTRUCTION EQUIPMENT

1. Contractor shall erect, equip, and maintain construction equipment in strict accordance with applicable statues, laws, ordinances, and regulations of authority having jurisdiction.
2. Contractor shall provide, maintain, and move upon completion of the Work all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ramps, stairs, runways, platforms, ladders, railings, and other temporary construction as required for all work hereunder.

H. STORAGE

1. Operations of the Contractor, including storage of materials, shall be confined to areas identified by the Site Logistics Plan and approved by Construction Manager. Contractor shall be liable for damage caused by him during such use of property of the District or other parties. Contractor shall hold the District and Construction Manager along with their respective officers, employees and agents, and the Architect and his employees, free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises of third persons. Storage facilities shall provide protection of products from excessive cold, heat, moisture, humidity, or physical abuse as specified in the respective sections for the products stored. Each Contractor requiring same shall provide their own temporary storage and security for same.

I. TEMPORARY JOB OFFICE

1. The Bid Package 1 Contractor shall provide, pay for, and maintain in good condition throughout the duration of the project, on the site electrically heated and air conditioned temporary job office trailers with high security grills on windows and at least two high security type lockable exterior doors with stairs and ramps and railings as required. Office trailer shall be divided into rooms including offices, bathroom facilities, and conference rooms. Said office trailers shall be for the Construction Manager's and IOR's use only. Carpet shall be in new condition. Layout and configuration of temporary office shall be at Construction Manager's discretion and approval. Job office trailers shall be provided as indicated per the attached Construction Facilities Attachment A.

2. The Bid Package 5 Contractor shall provide exterior mounted security flood lights controlled by photocell to all four sides of all temporary offices.

3. The Bid Package 1 Contractor shall repair any vandalism to temporary offices by the end of the business day the damage or vandalism is reported so that offices are secure, graffiti and vandalism free.

4. The Bid Package 1 Contractor shall provide a weekly cleaning service of the trailers including offices and bathrooms.

5. The Bid Package 5 Contractor shall pay for a dedicated security system for the Construction Manager's trailer. Service will include installation, monthly monitoring, and removal. Service will be contracted by the Construction Manager who will have sole access. Invoices for security system will be billed and paid for by the Bid Package 1 Contractor.

6. Should any other Contractor require office space, the Contractor requiring office space shall provide same. Office shall be located per the approved Site Logistics Plan.

J. TEMPORARY SITE CONVEYANCE

1. Bid Package 1 Contractor to provide a compact utility vehicle (E-Z Go, Club Car, Gator, etc.) for the exclusive use of the Construction Manager capable of transporting four people through the jobsite for the duration of the project. Vehicle to have covered canopy to protect occupants from weather and sun. Contractor to provide any required maintenance. Contractor to provide a secure storage facility/container for vehicle. Contractor shall pay for any routine or required maintenance including fuel or power source.

K. TEMPORARY ELECTRICAL

1. The Bid Package 5 Contractor shall furnish, install, maintain, relocate as required, and eventually remove in portions when directed by the Construction Manager a complete and operable code approved temporary power system (including paying for all temporary power usage throughout the construction contract) as follows:

    a. One 200 amp single phase service

    b. A 50 amp subpanel mounted on a post will not be more than 50 feet away from each building pad. Each Building shall have its own subpanel.

c. Each subpanel shall be equipped with two 110 volt receptacles, one 220 volt receptacle, and one 50 amp twistlock pigtail.

d. Any temporary power requirements beyond these provided will be the responsibility of the contractor requiring same.

e. All welding will be done with self contained gas powered units.

2. The Bid Package 5 Contractor shall furnish, install, maintain, and eventually remove when directed by the Construction Manager power service for the Construction Manager's and IOR's temporary offices including paying for all temporary power usage throughout the project duration.

L. TEMPORARY LIGHTING

1. Each Contractor shall be responsible to provide and maintain all temporary lighting as required to safely access and perform their work.

2. The Bid Package 5 Contractor shall furnish, install, and pay for individually operated motion detector/photocell operated temporary site security lights (minimum of 10 - 16' tall poles with security lights on top) for night time security. Poles shall be located per the Site Logistics Plan and approved by the Construction Manager. This Contractor shall pay all costs for set-up, takedown, operation, and maintenance throughout the duration of the project.

M. TEMPORARY HEAT

1. Temporary heat will be supplied and maintained by the Contractor requiring same.

2. Do not use permanent equipment for temporary heating purposes unless specifically noted otherwise in the contract documents.

N. TEMPORARY VENTILATION

1. All Contractors shall ventilate enclosed areas to assist cure of materials, dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases as the above may be generated by them.

O. TEMPORARY SITE SECURITY

1. Each Bid Package Contractor shall employ and maintain sufficient security and safety measures to effectively prevent vandalism, vagrancy, theft, arson, and all other such negative impacts to the Work both stored and installed.

2. Any impacts to the progress of the Work of each Bid Package Contractor, due to loss from inadequate security, will be the responsibility of the Contractor.

P. TEMPORARY BARRIERS

1. Bid Package 1 Contractor shall provide, install and maintain substantial temporary enclosures of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Provide additional keys fro any locks used to secure the buildings to the Construction manager.

2. Where materials, tools and equipment are stored within the Work area, each Contractor shall provide secure lock up to protect against vandalism, theft and similar violations of security. District accepts no financial responsibility for loss, damage, vandalism or theft.

3. All Contractors shall provide barricades and covered walkways required by governing authorities to preserve public rights-of-way and for public access due to their work.

4. Contractors shall provide and maintain protection for soft and hardscape areas adjacent to their work, replace damaged materials as directed by the Architect.

5. Contractors shall protect non-owned vehicular traffic, stored materials, site and structures from damage.

6. The applicable contractor requiring same shall construct and maintain planking, barricades, lights, and warning signs as indicated as required by Local authorities and State safety ordinances and as necessary for the protection of the public.

Q. SITE SIGNAGE

1. Bid Package 1 Contractor shall provide project signs per plans and specs.
2. Bid Package 1 Contractor shall provide additional site sign on two 4x4 posts with footings identifying address for all deliveries and visitors as required by the Construction Manager. Sign material to be weatherproof, durable, and vandal-resistant. Contractor to design layout, CM will provide sign copy.
3. Bid Package 1 Contractor shall provide mailbox on post with footing for mail delivery.
4. Bid Package 1 Contractor shall provide additional sign on two 4x4 posts with footings as required by the Construction Manager. Sign material to be weatherproof, durable, and vandal-resistant. Contractor to design layout, CM will provide sign copy.
5. Contractors shall provide applicable safety signage as required and/or as they see fit.
6. Posting of Contractor signage is subject to District approval.

R. POLLUTION CONTROL

1. All Contractors shall provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
2. Do not burn refuse, debris or other materials on the site.
3. Comply with all State and local ordinances and regulatory requirements controlling environmental pollution during the course of construction and disposal operations.

S. EROSION AND SEDIMENT CONTROL

1. Plan and execute construction by methods that will control surface drainage from cuts and fills and from borrow and waste disposal areas, and to prevent erosion and sedimentation.
2. Minimize amount of bare soil exposed at one time.
3. Provide temporary measures such as berms, dikes and drains to prevent water flow over adjacent properties or City rights-of-way.
4. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays. Avoid any eroded materials flowing off the property.
5. Periodically inspect earthwork to detect evidence of erosion and sedimentation; and promptly apply corrective measures.

T. NOISE CONTROL

1. Avoid excessive noise that would affect detrimentally adjacent activities and adjoining property.
2. Confine operations to permissible hours of day, to eliminate neighborhood noise pollution.

A. EXTERIOR ENCLOSURES

1. Bid Package 1 Contractor shall provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for materials, to allow for temporary heating and maintenance or required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide temporary access doors with self-closing hardware and locks if necessary. Provide additional keys for any locks used to secure the buildings to the Construction Manager.

B. ACCESS ROADS

1. Provide and maintain access to fire hydrants, free of obstructions.
2. Existing on-site roads may be used for construction traffic.
3. Bid Package 2 Contractor to provide a level area for installation of temporary office trailers by Bid Package 1 Contractor.
4. Bid Package 2 Contractor to provide a level area graded to drain and covered with crushed rock at temporary parking area and cobles or trackout pad as required to surface streets as required per SWPPP.

C. PROGRESS CLEANING

1. All Contractors shall maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
2. Debris shall be cleared and disposed of each day so that no debris accumulates. Debris may be stockpiled at a designated area if approved by the Construction Manager. Contractor generating debris shall provide temporary protection and maintenance of said protection as required.
3. All Contractors shall remove waste materials, debris, and rubbish from site periodically and legally dispose off-site.
4. Each applicable Contractor shall remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to the space being enclosed.
5. Each applicable Contractor shall broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
6. If Contractors fail to maintain a clean work area as determined by the Construction Manager, Construction Manager will assemble a composite crew from each responsible Bid Package Contractor to perform cleaning or at his discretion, hire additional labor to perform cleaning and backcharge the Bid Package Contractors accordingly.

D. DUMPSTER SERVICE

1. Contractors shall provide dumpsters as required for the disposal of debris generated by their work.
2. Bid Package 1 Contractor shall provide a 3 CY trash bin and weekly service for the duration of the project for the sole use of the Construction Manager.

2. PART 2 PRODUCTS

A. TEMPORARY FACILITIES

1. Bid Package 1 Contractor shall provide all temporary office furniture, equipment, computers, printers, copier, software, services, accessories, supplies, and facilities identified per Construction Facilities Attachment A. Provide delivery of same to the jobsite trailers. Items become the property of the District at the completion of the project and Contractor shall provide delivery to a location identified by the District upon completion of the project or when directed by the Construction Manager.

2. Bid Package 1 Contractor shall provide all software, licenses, and computer services identified per Construction Facilities Attachment A.
3. Where indicated, Contractor shall provide the exact manufacturer and model specified. No substitutions will be accepted.
4. All furniture, equipment, computers, phone system equipment, software, etc. shall be new condition and shall include any and all accessories for a complete and operable system.

B. TEMPORARY OFFICE SUPPLIES

1. The Bid Package 1 Contractor shall establish and pay for a Staples.com account for the Construction Manager's office supplies. Construction Manager shall have sole access to the account and shall select username and password. Contractor shall provide $500 for initial office mobilization supplies and $150 per month thereafter for the duration of the project.
2. Contractor shall establish account immediately after contract award to facilitate mobilization.

C. TEMPORARY MAIL/DELIVERY SERVICE

1. The Bid Package 1 Contractor shall establish and pay for a FedEx Overnight or other acceptable overnight delivery service account for use by the Construction Manager for the duration of the project.
2. Contractor shall establish account immediately after contract award.
3. Bid Package 1 Contractor shall supply a mailbox mounted to a post with footing for temporary mail delivery.

3. PART 3 EXECUTION

A. TEMPORARY FACILITIES

1. Locate and install where directed by the Construction Manager and maintain in a safe and sanitary condition at all times until completion of the contract.
2. Temporary facilities shall be located so as to minimize impacts to the progress of the contract work. Contractors understand that work may be impacted by temporary facilities and work may need to be completed out of sequence so as to accommodate temporary facilities. Contractors shall perform this work out of sequence at no additional cost to the District.
3. Upon completion of the project or when directed by Construction Manager, Contractors shall remove those Temporary Facilities provided under their scope of work including site signs, temporary utilities, fencing, trailers, storage containers, temporary roads, temporary parking areas, etc. Contractors shall then complete their contract scope of work at no additional cost to the District.

END OF SECTION
(Attachment A Attached)

Temporary Facilities and Controls Attachment A

San Bernardino City Unified School District

Roosevelt II New Elementary School Project

Item	Size or Details	Qty Needed	Qty Unit	Status / Comments
All items to be supplied by Bid Package 01 unless otherwise noted. All items purchased for the District's or Construction Manager's use during the course of the project become property of the District upon completion of the project and will be turned over to the District. All items shall be provided for the duration of the project.				
General Purchase				
All furniture, phone, computer, office equipment, etc. shall be new. No used items will be accepted. Provide exact models and products where specified. No substitutions will be approved.				
Furniture				
Desk VCM	Metal L-Shape with multiple drawers and file storage	4	ea	
Desk IOR	Metal, 30" X 60", with multiple drawers and file storage	1	ea	
Desk Chairs	Raynor® Miranda Multifunction High-Back Chair, 48"H x 20"W x 24"D, Black Frame, Black Fabric, Office Depot Item #363381	5	ea	
Folding Tables	6' x 30"	20	ea	
Folding Chairs	Metal with back and seat cushion	40	ea	
Bookcases	5' H x 36" W	5	ea	
File Cabinets VCM	Metal 4 drawer letter	3	ea	
File Cabinets IOR	Metal 4 drawer letter	1	ea	
Supply Cabinet	36" x 6'	1	ea	
Plan Racks	Rolling	2	ea	
Clamps for Plan Rack	32" and 20"	24	ea	
Bulletin Board	4' x 6'	2	ea	
White Board	4' x 6'	3	ea	
Microwave	minimum 1 CF	1	ea	
Toaster Oven		1	ea	
Refrigerator	Full size, 18 CF	1	ea	
Phone Related Items				
Phone Installation	VCM 1 main, 4 hunt, 1 fax with DSL; IOR 1 main, 1 fax. Phone installation to include both construction trailers. Jacks to be located per CM's direction	4	ea	
Phone System				
VCM Main	Panasonic KX-TS 4300B	1	ea	
VCM Satellite	Panasonic KX-TS 4200B	4	ea	
IOR (Phone/AM)	Panasonic KX-TS 4200B	1	ea	
Fax Machine	component of copy machine	1	ea	
Phone Usage		1	ls	
Answering Machine	compatible with multiple lines and phone system	1	ea	
Fax Line Install		1	ea	
Fax Line Usage		1	ls	
DSL Installation		1	ea	
DSL Line Usage		1	ls	

Item	Size or Details	Qty Needed	Qty Unit	Status / Comments
Computer Related Items				
Servers	Full function Dell Optiplex 780, Intel Core 2 Duo 2.93 GHz processor, 4 GB memory, 250 GB HD, DVD-RW, wireless keyboard and mouse.	1	ea	Computer to include Microsoft Windows 7 Professional, full Microsoft Office 2010 Professional software suite, and latest full version of Adobe Acrobat.
Monitors	Samsung SyncMaster B2240W - LCD display - TFT - 22"	3	ea	Provide all required cables for connection to computer
Laptop Computers	Full function Dell Latitude E6520, Intel Core i5-2520 2.50 GHz processor, 4 GB memory, 250 GB HD, DVD-RW	2	ea	Each computer to include Microsoft Windows 7 Professional, full Microsoft Office 2010 Professional software suite, and latest full version of Adobe Acrobat. Provide wireless optical mouse for each computer.
Printers	Dell 1130n, single function laser printer	3	ea	
Scanner	part of function of copy machine	0	ea	
Fax Machine	part of function of copy machine	1	ea	
UPS Power Supply	APC UPS 500VA	1	ea	
Backup Hard Drive	Buffalo DriveStation Combo4 HD-HS500Q	1	ea	
Switches/Router	Cisco RV 220W Wireless-N Network Security Firewall	1	ea	
Cables	Cat5 Data Cables - 10'	6	ea	
Cables	Cat5 Data Cables - 25'	6	ea	
Cables	Cat5 Data Cables - 50'	1	ea	
Copier/scanner/printer/ fax	Minolta Bizhub C220, staple function, scan function, fax function, copy function, collating tray, 11x17 copies	1	ls	
Copier Maintenance	full maintenance w/ 6,000 copies per month including color	1	ls	
Software				
Microsoft	Windows 7, Office 2010, full version with all program suites	3	ea	
Adobe Acrobat	Most current full version	3	ea	
Carbonite		2	yr	
Novastor		1	ea	
Primavera	Software license for selected scheduling program for CM's use	1	ea	
Misc Construction Items				
Hard Hats	new without any company logo/lettering	10	ea	
Safety Vests	5 lrg and 3 xl	8	ea	new w/o any company logo/lettering
Safety Glasses		10	ea	
Ear Plugs		50	ea	
Fire Extinguishers		2	ea	
First Aid Kit		1	ea	
Staples Acct Setup		1	ea	
Monthly Office Supplies	Provide Staples.com account for CM's use for duration of project	1	ls	
Overnight Shipping	Provide FedEx shipping for CM's use for duration of project	1	ls	
Services				
Bottled Water Cooler & Service	30 gals per month, 3 - 5 gal bottles 2x per month	1	ls	

Item	Size or Details	Qty Needed	Qty Unit	Status / Comments
General Conditions				
Project Sign	per plans and specs	1	ea	
Address Sign	on posts with footing	1	ea	
Info Sign	4x4 sign on posts with footing	1	ea	
Mail box	on post with footing	1	ea	
Costbook 2011	BNI Public Works Costbook 2011	2	ea	
Exterior Trash Cans	44 gal. plastic	2	ea	
Leases				
Office Lease				
Trailer (VCM Offices)	24'x60' Trailer to include restroom, conference room, and 4 offices. Contractor to provide possible layout for CM's approval. Final layout of office trailer will be at the CM's discretion and approval.	1	ls	includes HVAC, toilet and sink facilities, blinds on all windows, tack surface lined walls, carpet in office and common areas and vinyl in restrooms, recessed lighting, exterior stairs and ramp. Mount flood lights on photocell at four sides of trailer.
Security System	Trailer security to be contracted by CM and invoices to be paid by Contractor. Service to include initial installation and removal and monthly monitoring.	1	ls	
Mobilization		1	ea	
De-Mobilization		1	ea	
Trailer (IOR/Conf.)	12'x60' Trailer to include restroom, conference room, and 1 office. Contractor to provide possible layout for CM's approval. Final layout of office trailer will be at the CM's discretion and approval.	1	ls	includes HVAC, toilet and sink facilities, blinds on all windows, carpet in office areas and vinyl in restrooms, recessed lighting, exterior stairs and ramp. Mount flood lights on photocell at four sides of trailer.
Mobilization		1	ea	
De-Mobilization		1	ea	
250 gal Holding Tank	Provide weekly service, setup and removal	2	ea	
Water line	Provide connection to supply and trailers, run line below grade	2	ea	By BP-03 contractor
Port-o-let	Provide facilities as required based on labor force on site. Provide facilities at both laydown area and work site.	1	ls	
Hand Wash Station	As required	1	ls	
Trash Container	3 yd container with weekly service for CM's use, not for contractor debris	1	ls	
Storage Unit				not required
Site Security/Alarm	Provide security guard service per 01500	1	ls	
Cleaning Service	Regular weekly service of CM's and IOR's trailers	1	ls	
Copier		0		See Copier under Purchase
Jobsite Transportation	For CM's use, utility vehicle capable of transporting 4 people on site. Provide secure storage facility/container.	1	ls	

Item	Size or Details	Qty Needed	Qty Unit	Status / Comments
General Conditions				
Temporary Fencing	Demo and recycle existing site fence. Provide 8' temp fence with new mesh screen. Provide double vehicle gates as directed by CM.	1	ls	by BP-02 contractor
Temp Electrical Power	Provide temp construction power and service for site and construction trailers including removal.	1	ls	
Lighting	Provide temp construction task lighting as required as well as security lighting at trailers.	1	ls	
Janitor Service	Provide weekly cleaning service of construction trailers and bathrooms	13	mo	
Misc Grading (Site Repairs)				Contract work upon completion

SECTION 01585

PROJECT SIGNS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project identification sign.

1.02 RELATED REQUIREMENTS

A. Section 01500 - Temporary Facilities and Controls.

1.03 QUALITY ASSURANCE

A. Design sign and structure to withstand 50 miles/hr (80 km/hr) wind velocity.

B. Sign Painter: Experienced as a professional sign painter for minimum three years.

C. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

1.04 SUBMITTALS

A. See Section 01330 – Submittal Procedures for submittal procedures.

B. Shop Drawing: Show content, layout, lettering, color, foundation, structure.

PART 2 PRODUCTS

2.01 SIGN MATERIALS

A. Structure and Framing: New, wood, structurally adequate, minimum 4" x 4" posts. Concrete footings deigned by contractor to support load.

B. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inch (19 mm) thick, standard large sizes to minimize joints.

C. Rough Hardware: Galvanized.

D. Paint and Primers: Exterior quality, two coats; sign background of color as selected.

E. Lettering: Exterior quality paint, colors as selected.

2.02 PROJECT IDENTIFICATION SIGN

A. Two painted signs, 32 sq ft area, bottom 6 feet above ground.

B. Content:
   1. Project number, title, logo and name of District as indicated on Contract Documents.
   2. Funding verbiage as determined by the District.
   3. Names and titles of School Board members.
   4. Name and logo of Architect.
   5. Name and logo of Construction Manager.

C. Graphic Design, Colors, Style of Lettering: Designated by Architect.

D. Lettering: Standard Alphabet Series C, as specified in FHWA Standard Highway Signs (SHS).

PART 3 EXECUTION

3.01 INSTALLATION

A. Install project identification sign within 30 days after date fixed by Notice to Proceed.

B. Erect at designated location.

C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.

D. Install sign surface plumb and level, with butt joints. Anchor securely.

E. Paint exposed surfaces of sign, supports, and framing.

3.02 MAINTENANCE

A. Maintain signs and supports clean, repair deterioration and damage, remove any graffiti and repair/replace any surfaces damaged by vandalism.

3.03 REMOVAL

A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This Section includes administrative and procedural requirements governing products for incorporation into the Work.

1.02 RELATED SECTIONS

C. Section 01330: Submittal Procedures

E. Section 01455: Testing and Inspection

F. Section 01250: Substitution Procedures

G. Section 01786: Warranties (Guarantee) & Bonds

1.03 DEFINITIONS

A. Definitions used in this Section are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and other similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.

1. "Products" are items purchased for incorporation into the Work, whether purchased for the Work or taken from previously purchased stock. The term "product" includes the terms "material" and "equipment" and terms of similar intent.

   a. "Named Products," are items identified by the manufacturer's product name, including make, model number or other designation, shown or listed in the manufacturer's published product literature, current as of the date of the Contract.

   b. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions.

2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

3. "Equipment" describes products with operational parts, whether motorized or manually operated, that may require service connections, such as wiring or piping. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.04 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

B. Compatibility of Options: When the CONTRACTOR is given the option of selecting between two or more products for use in the Work, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed in view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:

a. Name of product and manufacturer

b. Model and serial number

c. Capacity

d. Speed

e. Ratings

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to minimize long-term storage at the Project site and to prevent overcrowding of Work spaces.

2. Coordinate delivery with installation time to assure minimum holding time for all items, but especially those that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to the Project site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

5. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

6. Store products at the Project site in a manner that will facilitate inspection and measurement of quantity or counting of units.

7. Store heavy materials away from structures in a manner that will not endanger the structure's supporting construction.

8. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter. Cover products subject to deterioration with impervious sheet covering.

9. When approved by the District, provide off-site storage and protection in a bonded warehouse approved by District when site does not permit on-site storage or protection at no cost to the District.

10. 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 instructions.

1.06 MATERIAL SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.

1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.

2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other Projects.

B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:

1. Proprietary Specification Requirements: Where Specifications name only a single material or manufacturer, provide the product indicated. No substitutions will be permitted.

2. Semi-proprietary Specification Requirements: Where Specifications name two or more products or manufacturers, provide one of the products indicated throughout the Project. No substitutions will be permitted.

a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal," comply with General Conditions article on Substitutions to obtain approval for use of an unnamed product.

3. Descriptive Specification Requirements: Where Specifications describe a product or assembly and list exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that has the characteristics and otherwise complies with the Contract Documents.

4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.

   a. Manufacturer's recommendations may be contained in published material literature or by the manufacturer's certification of performance.

5. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes, or regulations specified.

6. Visual Matching: Where Specifications require matching an established Sample, decision of the ARCHITECT will be final on whether a proposed product matches satisfactorily.

7. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard or premium colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The ARCHITECT will select the color, pattern, and texture from the product line selected.

1.07 INSTALLATION OF PRODUCTS

A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located, and aligned with other Work.

B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration until Substantial Completion.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01620

STORAGE AND PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

A. Upon delivery to the site, provide adequate storage area in protecting products scheduled for use in the work and finish improvements until completion and acceptance.

B. Related Requirements: The General Provisions of the Contract Documents.

C. Related Work: Additional procedures also may be prescribed in other sections of these specifications.

1.02 QUALITY ASSURANCE

A. Include within the Contractor's quality assurance such procedures required to assure full protection of the work, materials and finish improvements.

1.03 MANUFACTURERS' RECOMMENDATIONS

A. Except as otherwise specified, determine and comply with the manufacturers' recommendations on product handling, storage and protection.

1.04 DELIVERY, STORAGE AND HANDLING

A. Equipment Access: To avoid conflict, the Construction Manager shall establish and provide area for Contractor-provided secure storage for handling of stored products away from ongoing activities of the work.

B. Provide secure protection of work and materials against damage. Manufactured products shall be stored per manufacturer's recommendations on product handling, storage and protection.

C. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.

1. Maintain packaged materials with seals unbroken and labels intact until time of use.
1. Promptly remove damaged materials and unsuitable items from the job site, and promptly replace with material meeting the specified requirements.

D. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality and other pertinent.

1.05 PROTECTION

A. Protect existing finish improvements through which equipment and material are handled.

B. Provide protection for horizontal finish surfaces in traffic areas prior to allowing equipment to be moved over surfaces.

C. Maintain finished improvement surfaces clean, unmarred, and suitably protected until acceptance by the Owner.

1.06 REPAIRS AND REPLACEMENTS

A. In event of damage, promptly make replacements and repairs to the approval of the Architect and at no additional cost to the Owner.

B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01710

CLEANING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Cleaning throughout the construction period, and final project cleaning prior to the acceptance tour.

B. Related Work Described Elsewhere: In addition to standards specified herein, comply with requirements for cleaning up as described in other sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Inspection: Conduct daily inspection, and more often if necessary to verify that requirements of cleanliness are being met.

B. Codes and Standards: In addition to the requirements specified herein, comply with pertinent requirements of authorities having jurisdiction.

PART 2 – PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.02 COMPATIBILITY

A. Use cleaning materials and equipment, which are compatible with the surfaces being cleaned, as recommended by the manufacturer of the material to be cleaned.

PART 3 – EXECUTION

3.01 PROGRESS CLEANING

A. General:

1. Retain stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.

2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this work. Debris shall be removed from the site and disposed of in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Project Manager upon request.

3. At least once a week, and more often if necessary, remove scrap, debris, and waste material from the job site.

4. Provide adequate storage for items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove items to the place designated for their storage. Combustible waste shall be removed from the site. Flammable waste shall be kept in sealed metal containers until removed from the site.

2. Weekly, and more often if necessary, inspect, arrangements of materials stored on the site; restack, tidy, or otherwise service arrangements to meet the requirements specified above.

3. Maintain the site in a neat and orderly condition.

C. Structures:

1. Weekly, and more often if necessary, inspect the structures and pick up scrap, debris, and waste material. Remove items to the place designated for their storage.

2. Weekly, and more often if necessary, sweep interior spaces clean.

a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a handheld broom, i.e., 'broom-clean".

3. As required preparatory to installation of succeeding materials, clean the structures of pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the required cleanliness.

4. Following the installation of finish floor materials, clean the finish floor daily, and more often if necessary, and while work is being performed in the space in which finish materials have been installed.

a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Project Manager, may be injurious to the finish floor material, i.e., "vacuum clean".

3.02 FINAL CLEANING

A. Definition: Except as otherwise specifically provided, "clean", for the purpose of the Article, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials, i.e., "scrub and polish clean".

B. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste, conduct final progress cleaning as described above.

C. Site: Unless otherwise specifically directed by the Project Manager, water and broom clean paved areas on the site and public paved areas directly adjacent to the site. Remove resultant debris.

D. Structures:

1. Exterior: In areas affected by the work under this contract, visually inspect exterior surfaces and remove traces of soil, waste material, smudges, and other foreign matter. Remove traces of splashed material from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure.

   In the event of stubborn stains not removable with water, the Project manager may require light sandblasting or other cleaning at no additional cost to the District.

2. Interior: In areas affected by the work under this contact, visually inspect interior surfaces and remove traces of soil waste material, smudges, and other foreign matter. Remove traces of splashed materials from adjacent surfaces. Remove paint drippings, spots, stains, and dirt from finished surfaces. Use only the cleaning materials and equipment instructed by the manufacturer of the surface material.

3. Glass: Clean glass inside and outside.

4. Polished Surfaces: On surfaces requiring the routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished. Glossy surfaces shall be cleaned and shined as intended by the manufacturer.

E. Timing: Schedule final cleaning as accepted by the Project manager to enable the District to accept a completely clean project.

3.03 CLEANING DURING THE DISTRICT'S OCCUPANCY

A. Should the District occupy the work or any portion thereof prior to its completion by the Contractor and acceptance by the District, the Project Manager in accordance with the General Conditions of the Contract shall determine responsibilities for interim and final cleaning of the occupied spaces.

END OF SECTION

SECTION 01712

FIELD ENGINEERING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Quality Control Procedures
B. Field Engineering & Staking Furnished and Paid for by CONTRACTOR
C. Survey Reference Points
D. Staking Requests and Procedures

1.02 QUALITY CONTROL PROCEDURES

A. To maintain continuity, clarity, and simplicity of layout and surveying work throughout the course of the project, ALL surveying, staking & field engineering listed in paragraph 1.03 below will be provided by one surveyor assigned to one Bid Package CONTRACTOR as indicated in the Summary of Work.

B. Any supplemental surveying required by any prime contractor not identified in paragraph 1.03 below will be the responsibility of that prime contractor.

C. It is each individual Bid Package CONTRACTOR's responsibility to understand, double check and verify the placement of any stakes provided within this section prior to beginning work and notify the CONSTRUCTION MANAGER (CM) of any discrepancies, questions and/or problems before proceeding with the work.

1.03 FIELD ENGINEERING & STAKING FURNISHED AND PAID UNDER THIS SECTION

A. Property Corners

B. Grade Staking:

1. Perimeter of site @ +/- 100'
2. Building pad corners (no blue tops)
3. Parking lot @ +/- 50' o.c.
4. Swales
5. Ridge lines
6. Grade Breaks
7. Perimeter asphaltic concrete field @ +/- 50' intervals
8. Turf play areas @ 100' x 100' grid
9. Staking for grading in building areas per CM's rough grade plan.

C. Foundation construction:

1. Each building, site enclosure, or free standing structure will be laid out as either a square or a rectangle.
2. Each layout corner will have two stakes per corner and line stake(s) will be set around the perimeter of each building if a distance of 100' is exceeded. In such a case, a line stake is added for each 100' of distance between corner stakes.

D. Storm drain system:

1. Staked at +/- 50' intervals
2. Catch basins
3. Manholes

E. Curb, Curb & Gutter, "V" Gutter:

1. Set stakes at +/- 50' centers
2. Beginning of curve and/or radius
3. End of curve and/or radius.
4. Grade breaks
5. Angle points
6. Radius points

F. Sewer stakes:

1. Staked at +/- 50' intervals
2. Manholes
3. Point of connection

G. Fire Water Line Staking:

1. Staked at +/- 50' intervals
2. Adjacent curbs to fire hydrant laid out for fire hydrants

H. Clearing Staking:

1. Staked at +/- 50' intervals along boundary of work
2. Asphalt/Portland cement saw-cut lines at existing improvement joints (50' o.c. or as appropriate).

I. Site CMU/PIP wall staking (does not include planter and miscellaneous walls):

1. Staked at +/- 50' intervals and angle points.
2. Graded to top of wall.
3. Top of footing or adjacent finish surface (whichever is provided).
4. Curved retaining walls will be staked at +/- 25' intervals.

J. Electrical Staking:

1. Manholes/vaults
2. Switchgear enclosure

K. As-Built/Site Verification and Record Drawings:

1. Surveyor will provide grade checking and certification for grading work, including elevations on completed building pads.

2. Surveyor will check the layout of work by instrumentation, including underground utilities prior to trench closure. Inform CM in time to schedule the surveyor prior to trench closures

3. Preparation of Record Drawings indicating all work is in compliance with the drawings and specifications, and including locations by coordinate of all utilities with top of pipe elevations at major grade and alignment changes, rim-of-grate or top-of-curb and flow line elevations of all drainage structures and manholes.

L. Permanent Control Points

1. Provide a minimum of two permanent horizontal and vertical control points on the project site, remote from building areas, and referenced to data established by the Site Survey control points. Indicate on record drawings.

1.05 SURVEY REFERENCE POINTS

A. Every CONTRACTOR shall locate and protect survey control & reference points.

B. Control datum for survey is that established by the surveyor.

C. Each prime CONTRACTOR shall protect survey control points prior to starting site work; and preserve permanent reference points during construction.

D. Promptly report to the CM's job site superintendent the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice from the ARCHITECT through the CM.

1.06 STAKING REQUESTS AND PROCEDURES

A. All staking requests shall be made in writing through the CM's Project Superintendent a MINIMUM of 48 hours prior to need of staking (see attached "Survey Request Form"). Should the area to be staked be found not ready for or clear for staking, or the requested staking date changed, the surveyor shall have up to 48 hours additional time to begin work.

B. Staking requests shall be made for a minimum of 8 hours of survey time per request unless surveyor and CONTRACTOR mutually agree to shorter requested time per request.

C. Staking request shall consider continuity of survey work (for example):

1. Survey staking of a complete area of site.

2. Survey staking of total sewer/storm drain line or large segment of continuous work.

E. After the stakes are set, it shall be the prime CONTRACTOR's sole responsibility to protect the stakes from any damage. Any re-staking will be charged to the CONTRACTOR which ordered the initial staking.

F. Should a discrepancy occur and the Surveyor's stakes are missing, then the Surveyor's field notes shall be relied on as to how the object was staked. A set of field notes will be provided to the CM and the CONTRACTOR related to the specific staking after the staking is complete. The field notes and the marking stakes shall be used together, and any differences shall be immediately brought to the attention of the CM.

G. The Prime CONTRACTOR responsible for the building foundations shall measure between the Surveyor's staking for building layout and immediately notify the CM of any discrepancies found. The CM will then take appropriate action. Should said CONTRACTOR fail to make the above measurement, he shall assume responsibility for the accuracy of the layout.

PART 2 PRODUCTS (Not applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION (Form Attached)

JOB NUMBER:

SURVEY REQUEST FORM

PROJECT NAME:

Date Required: _____ Specification: _____

Survey Requested:

_____

_____

_____

Specific Location: _____
(Offsite, Site, Building Name, etc.)

_____

_____

NOTE: According to Specifications, CONTRACTOR is to notify the CM, IOR or Surveyor a minimum of 48 hours prior to inspections or testing being required.

_____

Request made by:

Print: _____

Signature: _____

Firm: _____

Date Received: _____ By: _____

SECTION 01739

CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements and limitations for cutting and patching of work.

1.02 SCOPE

A. Where the work requires that a particular existing building element, such as a partition, wall, paving, window or similar element of existing building construction, be removed, it is the intention of this specification that such work be a part of the demolition section and not a part of cutting and patching. Refer to individual category scope of work sheets to determine the limits of demolition work for each CONTRACTOR.

B. New work required to replace such removals is considered as a part of the separate sections of the specifications covering similar new construction.

C. Where incidental cutting and patching is required for the installation of a specific item or piece of equipment (including piping, ductwork, conduit, etc.), all such cutting and patching is considered to be specified as a part of the section requiring the cutting and patching, but shall also comply with the requirements of this Section.

D. CONTRACTOR shall verify and check all areas to be cut and patched and shall coordinate the work of the various trades involved.

G. Unless specifically designated otherwise, existing work cut, altered or revised to accommodate new work shall be patched to duplicate undisturbed adjacent finishes, colors, textures and profiles. New work in existing portions shall also be finished to match adjacent existing work unless noted otherwise.

1.03 SUBMITTALS

A. Submit written request in advance of cutting or alteration which affects:

1. Structural integrity of any element of Project
2. Integrity of weather-exposed or moisture-resistant element
3. Efficiency, maintenance or safety of any operational element
4. Visual qualities of sight exposed elements
5. Work of OWNER or separate CONTRACTOR

B. Include in request:

1. Identification of Project
2. Location and description of affected work
3. Necessity for cutting or alteration
4. Alternatives to cutting and patching

5. Description of proposed work and products to be used
6. Effect on work of District or separate CONTRACTOR
7. Written permission of affected separate CONTRACTOR
8. Date and time work will be executed

C. Obtain approval of ARCHITECT before proceeding with any cutting and patching:

PART 2 PRODUCTS

2.01 MATERIALS

A. Primary Products: Those required for original installation, unless specifically approved otherwise

PART 3 EXECUTION

3.01 EXAMINATION

A. Inspect existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. Confirm status and current warranties and guarantees.

B. After uncovering existing work, inspect conditions affecting performance of work.

1. Prior to cutting, boring or drilling through new or existing structural members or elements including reinforcing bars, CONTRACTOR shall prepare detailed drawings for review by the ARCHITECT and approval by the Division of the State Architect (DSA). Agency approvals shall be obtained by the ARCHITECT, not CONTRACTOR.

C. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Provide temporary support to ensure structural integrity of the work. Provide devices and methods to protect other portions of Project from damage.

B. Provide protection from elements for areas which may be exposed by uncovering work.

C. Maintain excavations free of water.

D. Where the Work requires sandblasting of existing surfaces in order to receive new materials secured by cementitious, adhesive or chemical bond, completely remove existing finishes, stains, oil, grease, bitumen, mastic and adhesives or other substances deleterious to the new bonding and/or fastening of new Work. Utilize wet sand blasting for interior surfaces and for exterior surfaces where necessary to prevent objectionable production of dust.

3.03 PERFORMANCE

A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay. Carefully remove existing Work to be salvaged and/or reinstalled. Protect and store for reuse in the Work. Verify compatibility and suitability of existing substrates before starting the Work.

B. The word "cutting" as used in the Contract Documents includes, but is not limited to, cutting, drilling, chopping, and other similar operations and the word "patching" includes, but is not limited to, patching, rebuilding, reinforcing, repairing, refurbishing, restoring, replacing, or other similar operations.

C. **Cutting:** Cut existing construction using methods least likely to damage elements retained or adjoining Work. 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. Saw cut reinforcing bars and paint ends with bituminous paint except where bonded into new concrete or masonry.

4. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating, backfill, and/or re-compaction.

5. Woodwork: Cut and or remove to a panel or joint line.

6. Sheet Metal: Remove back to joint, lap, or connection. Secure loose or unfastened ends or edges and seal watertight.

7. Glass: Remove cracked, broken, or damaged glass and clean rebates and stops of setting materials.

8. Plaster: Cut back to sound plaster on straight lines, and back bevel edges of remaining plaster. Trim existing lath and prepare for new lath.

9. Gypsum Wallboard: Cut back on straight lines to undamaged surfaces with at least two opposite cut edges centered on supports.

10. Acoustical ceilings: Remove hanger wires and related appurtenances where ceilings are not scheduled to be installed.

11. Tile: Cut back to sound tile and backing on joint lines.

12. Flooring: Completely remove flooring and clean backing of prior adhesive. Carefully remove wood flooring for patching and repairing of existing wood flooring scheduled to remain.

C. **Patching**: Patch with durable seams that are as invisible as possible. Comply with required tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation. Verify conditions of existing substrates prior to executing Work.

2. Restore exposed finishes of patched areas and extend finish restoration into retaining adjoining construction in a manner that will eliminate all evidence of patching and refinishing.

3. Concrete: Maintain cut edges in a moist condition for twenty four (24) hours prior to the placement of new concrete. In lieu of this an epoxy adhesive may be provided. Finish placed concrete to match existing unless noted otherwise. Concrete shall have a compressive strength of 3,000 psi where installed to repair and/or match existing improvements, unless noted otherwise.

4. Metal Fabrications: Items to remain exposed shall have their edges cut and ground smooth and rounded.

5. Sheet Metal: Replace removed or damaged sheet metal items as required for new Work.

6. Glass: Install matching glass and re-seal exterior window assemblies.

7. Lath and Plaster: Install new lath materials to match existing and fasten to supports at 6"centers. Provide a 6" lap where new lath to adjoins existing lath. Fasten new lath as required for new Work. Restore paper backings as required. Apply a bonding agent on cut edges of existing plaster. Apply three coat plaster of the type, thickness, finish, texture, and color to match existing.

8. Gypsum Wallboard: Fasten cut edges of wallboard. Install patches with at least two opposite edges centered on supports and secure at 6" centers. Tape and finish joints and fastener heads. Patching shall be non-apparent when painted or finished.

9. Acoustical Ceilings: Comply with the requirements for new Work specified in related sections of the Contract Documents.

10. Resilient Flooring: Completely remove flooring and prepare substrate for new material.

11. Paint: Prepare areas to be painted as specified for painting specific surfaces in the painting and coatings Sections of the Specifications.

D. Fit work air tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

E. At penetrations of fire-rated walls, partitions, ceiling or floor construction, completely seal voids with fire-rated devices or material in accordance with Section 07270, to full thickness of the penetrated element.

F. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

3.05 SLEEVES AND HANGERS

A. Provide conduit, outlets, piping sleeves, boxes, inserts or other materials or equipment necessary to be built into work.

B. In the event delays occur in delivery of sleeves or other materials, arrange to have boxes or other forms set at locations where piping or other material is to pass through or into slabs or other work.

C. Upon subsequent installation of sleeves or other material, install fill materials to completely seal voids with fire-rated devices or moisture-resistant material, to full thickness of the penetrated element. Necessary expenditures incurred for boxing out or filling shall be without extra cost to the OWNER.

END OF SECTION

SECTION 01770

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This Section includes administrative and procedural requirements for Contract Closeout, including but not limited to, the following:

1. Completion Procedures
2. Project Record Documents
3. Operation and Maintenance Manuals
4. Orientation and Instruction of DISTRICT'S Personnel
5. Warranties And Guarantees
6. Spare Parts And Materials
7. Final Cleaning

B. Additional closeout requirements for specific Work activities are included in the appropriate Sections in Divisions 02 through 16.

1.02 RELATED SECTIONS

A. Price and Payment Procedures

B. Submittal Procedures

C. Construction Progress Schedule

D. Temporary Facilities and Controls

E. Warranties

F. Project Record Documents

1.03 COMPLETION PROCEDURES

A. Substantial Completion and Partial Occupancy:

1. Conform to Title 24, Part 1, Section 4-336 CCR, Requirements for Verified Reports and Closeout Procedures.

2. CONTRACTOR shall develop an internal completion list identifying all items to be completed or corrected. Once prepared the CONTRACTOR will proceed to make the required corrections prior to requesting that the IOR review the work with them.

3. Submit a request through the CONSTRUCTION MANGER for the IOR to walk the completed work. Request must include a copy of the CONTRACTOR's list completely signed off by the CONTRACTOR's Superintendent.

4. In conjunction with the IOR, prepare a subsequent list of items to be completed or corrected. List may be developed by areas, when approved by the ARCHITECT.

3. Within a reasonable time after receipt of the list, the ARCHITECT will inspect to determine status of completion.

4. Should the ARCHITECT determine that Work is not substantially complete:

   a. The ARCHITECT will promptly notify the CONTRACTOR in writing, giving the reasons for his determination.

   b. CONTRACTOR, within 7 days of notification, shall remedy the deficiencies and notify the ARCHITECT when Work is ready for reinspection.

   c. The ARCHITECT will reinspect the Work. ARCHITECT will provide for one re-inspection visit of work. Costs for any additional visits will be charged to the CONTRACTOR.

5. When the ARCHITECT concurs that work is substantially complete:

   a. The ARCHITECT will prepare a "Certificate of Substantial Completion" on AIA Form G704, accompanied by the CONTRACTOR's list of items to be completed or corrected as verified by the ARCHITECT.

   b. The ARCHITECT will submit the Certificate to the DISTRICT and to the CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate.

B. Final Completion:

1. Verify the Work is complete.

2. Prepare and submit a notice that Work is ready for final inspection and acceptance.

3. Certify that:

   a. Work has been inspected by all governing agencies and is in compliance with all governing regulations.

   b. Work has been inspected for compliance with the Contract Documents.

   c. Work has been completed in accordance with the Contract Documents.

d. Equipment and systems have been tested as required and are operational.

e. Work is completed and ready for final inspection.

4. The ARCHITECT will make an inspection to verify status of completion.

5. Should the ARCHITECT determine the Work is incomplete or defective:

a. The ARCHITECT will promptly notify the CONTRACTOR in writing, listing incomplete or defective work.

b. CONTRACTOR shall remedy the deficiencies within 7 calendar days of notification and notify the ARCHITECT when ready for re-inspection.

6. When the ARCHITECT determines the Work is acceptable under the Contract Documents, he will request the CONTRACTOR to make closeout submittals.

C. Submit all closeout documents, including but are not limited to:

1. Project Record Documents.

2. Operation and Maintenance Manuals (for all items requiring special knowledge for operation or for maintenance, listed in pertinent Sections of these Specifications), and for other items when so approved by the ARCHITECT.

3. Warranties and Guarantees.

4. Keys and Keying Schedule.

5. Spare parts, materials, extra stock to be turned over to the DISTRICT.

6. Evidence of payment and release of liens, when requested by DISTRICT.

7. List of subcontractors, service organizations and principal vendors, including names, addresses and telephone numbers, where they may be contacted for emergency service at all times, including nights, weekends and holidays.

D. Final Payment:

1. Submit a Final Payment Request, showing all adjustments to the Contract Sum.

1.04 VERIFIED REPORTS

A. Construction progress of the Work shall be reported to DSA via a duly verified report in accordance with Sections 4-336 and 4-343 of the California Building Standards Administrative Code.

1.05 OPERATION AND MAINTENANCE MANUALS

A. Prior to Substantial Completion, submit three (3) sets of Operation and Maintenance (O&M) Manuals to the ARCHITECT for DISTRICT's records. Organize O&M data into sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2"-3", 3-ring, durably covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder.

1. Emergency instructions
2. Manufacturer's operating and maintenance instructions, including any seasonal adjustments
3. Spare parts list
4. Copies of warranties
5. Wiring diagrams
6. Recommended "turn-around" cycles
7. Inspection procedures
8. Shop Drawings and Product Data
9. Fixture lamping schedule

1.06 ORIENTATION AND INSTRUCTION OF DISTRICT'S PERSONNEL:

A. Instruct the DISTRICT's personnel in proper operation and maintenance of all systems, equipment and similar items, which were provided as part of the work. Provide maintenance and inspection schedules that conform to manufacturer's recommendations. Provide instruction by manufacturers' representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

1. Maintenance manuals
2. Record documents
3. Spare parts and materials
4. Tools
5. Lubricants
6. Fuels
7. Identification systems
8. Control sequences
9. Hazards
10. Cleaning
11. Warranties and bonds
12. Maintenance agreements and similar continuing commitments

B. CONTRACTOR shall provide a schedule to the DISTRICT for approval for each of the instruction periods required.

1. Organize the instruction sessions into group sizes and schedule the elapsed time for instruction in a manner to provide complete coverage of the subject matter. Video tape each session and provide DISTRICT with two (2) copies.

C. Instruction sessions will be held in a DISTRICT designated area on the project site and at DISTRICT's convenience. Amount of time required for each session shall be as specified in individual sections, but in no case less than the time needed to fully convey the information needed by DISTRICT personnel for operating and maintaining the products.

D. Instructors shall be qualified by the product manufacturer in the subject matter presented at each session.

1. Submit names of instructors and qualifications to the Architect and DISTRICT for approval, 30 days prior to each scheduled session.

2. Substitution of instructors will not be permitted without prior approval of Architect or DISTRICT.

E. As part of instruction for operating equipment, demonstrate the following procedures:

1. Start-up
2. Shutdown
3. Emergency operations
4. Noise and vibration adjustments
5. Safety procedures
6. Seasonal adjustments
7. Economy and efficiency adjustments
8. Effective energy utilization measures

F. Schedule and provide seasonal or periodic training sessions when specified in technical sections of the Specifications.

1.07 WARRANTIES AND GUARANTEES

A. Manufacturer's warranties and guarantees not withstanding, warrant entire Work against defects in materials and workmanship for twelve (12) months from date of Substantial Completion. Warranties and guarantees between CONTRACTOR and manufacturers and CONTRACTOR and suppliers shall not affect warranties or guarantees between CONTRACTOR and DISTRICT.

B. Execute and assemble documents from subcontractors, suppliers and manufacturers.

C. Submit prior to final Application for Payment.

D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

1.08 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.

B. Deliver to project site location as directed by DISTRICT.

1.09 FINAL CLEANING

A. Final cleaning is provided by CONTRACTOR as is assigned by the Summary of Work and as defined in Section 01710 Cleaning.

B. Each CONTRACTOR shall leave his finished work in clean condition, including following as applicable:

1. Remove labels that are not permanent labels.

2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

3. 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 condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

4. 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.

PART 2 PRODUCTS (Not applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01786

WARRANTIES (GUARANTEES) AND BONDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preparation and submittal of warranties and bonds

B. Time and schedule of submittals

1.02 RELATED SECTIONS

A. Contract Closeout Procedures

B. Product Requirements

C. Materials and Equipment

D. Technical Specifications Sections: Warranties required for specific products or Work

1.03 WARRANTY REQUIREMENTS

A. Warranties or bonds shall provide for replacement or reconstruction of failed or defective Work to an acceptable condition complying with the requirements of the Contract Documents. Work shall be restored at no cost to the District regardless of whether the District has benefited from use of the Work for a portion of its anticipated useful service life.

B. Provide warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work.

C. When a designated portion of the Work is partially used and/or occupied by the DISTRICT, submit properly executed warranties within ten (10) days of the Partial Use or Occupancy of the designated portion of the Work.

D. Verify that documents are in proper form, contain full information and are notarized.

E. DISTRICT Recourse: Expressed warranties made to DISTRICT are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which DISTRICT can enforce such other duties, obligations, rights, or remedies.

1.04 FORM OF SUBMITTALS

A. Prepare duplicate binders, commercial quality, 8-1/2 x 11 inch, three-ring side binders with hardback, cleanable, plastic covers.

B. Label cover and spine of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project. Number separate volumes in order.

C. Table of Contents: Typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification Section in which specified and the name of the product or work item..

D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. Use paper of durable, long-lasting quality. List Subcontractor, supplier, and manufacturer, with name, address and telephone number of responsible principal.

1.05 TIME AND SCHEDULE OF SUBMITTALS

A. Except for specifically authorized exceptions, the date for beginning the period of warranty shall be the Date of Substantial Completion.

B. For equipment or component parts of equipment put into service during construction with District's permission, submit documents within ten (10) days after acceptance.

C. Make other submittals within ten (10) days after Date of Substantial Completion prior to final Application for Payment.

D. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

GUARANTEE

We hereby guarantee that the **Bid Package No. _____**, which we have installed for **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** at **Roosevelt II (Henry) Elementary School New Elementary School Construction Project** 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 which may be displaced in connection with such replacement within a minimum period of **ONE (1) YEAR** (see individual trade specifications for more stringent requirements) from the date of acceptance of the above-mentioned project by **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, ordinary wear and tear and unusual abuse or neglect excepted.

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 ten (10) working 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, who will pay the costs and charges therefore upon demand.

_____
PRIME CONTRACTOR

_____
SIGNED

_____
NAME

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

NAME: _____

ADDRESS: _____

PHONE #: _____

CONTRACTOR'S CERTIFICATE
REGARDING ASBESTOS MATERIAL

This form is to be submitted at the time final billing is provided.

"I certify that all the materials and supplies installed under this

_____
(Name of Contract)

contract are free of asbestos-containing materials."

_____
Date

_____
Official Name of Contractor

_____
By

_____
Title

_____
Signature

END OF SECTION

SECTION 01789

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This Section includes administrative and procedural requirements for preparing, maintaining, and submitting Project Record Documents.

1.02 RELATED SECTIONS

A. Submittal Procedures

B. Closeout Procedures

C. Field Engineering

1.03 PROJECT RECORD DOCUMENTS

A. General: Record documents shall be kept on site at the IOR's office. CONTRACTOR shall prepare and maintain record documents throughout the course of construction, as specified herein.

B. Access to record documents will be provided during normal working hours.

C. Do not use project record documents for construction purposes. Protect record documents from deterioration and loss.

D. Record in concise and neat manner, concurrent with construction progress, and at least on a weekly basis, all actual revisions to the work:

1. Changes made on the Drawings, including Clarification Drawings.
2. Changes made to the Specifications.
3. Changes made by Addenda.
4. Changes made by Instruction Bulletins.
5. Change Orders or other authorized Modifications to the Contract.
6. Revisions made to shop drawings, product data and samples.

E. Record Drawings shall be a clean, undamaged set of black-line white prints of Drawings and Shop Drawings. Mark the set with red erasable pencil to show the actual installation where the installation varies substantially from the Work as originally shown. Indicate which Drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Drawings. Provide detailed and accurate field dimensions for concealed elements that would be difficult to measure and record at a later date.

1. Mark new information, including details, that is important to DISTRICT but was not shown on Drawings or Shop Drawings.

2. Show measured depths of foundations in relation to finish first floor datum.

3. Show measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Identify drains and sewers by invert elevation.

4. Verify Surveyor's Record Drawings with CONTRACTOR'S utilities locations and depths markups..

5. Show measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work. Identify ducts, dampers, valves, access doors and control equipment wiring.

6. Field changes of dimension and detail.

7. Refer to Scope Summaries for electronic as-built requirements.

8. Note related Change Order or Construction Directive numbers on each affected sheet.

9. Organize Record Drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.

F. Record Specifications: Maintain a complete copy of the Specifications, including Addenda, Change Orders and Construction Directives issued during construction. Legibly mark at each Section description of actual products installed if different from that specified, including:

1. Manufacturer's name, trade name, product model and number and supplier.

2. Authorized product substitutions or alternates utilized.

3. Changes made by Addenda and Modifications.

G. Record Product Data: Maintain a copy of each Product Data submittal. Note related Change Orders and Construction Directives and mark-up of record drawings and Specifications.

1. Mark these documents to illustrate significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the Project site and from the manufacturer's installation instructions and recommendations.

2. Provide detailed and accurate information regarding concealed products and portions of Work that cannot otherwise be readily discerned later by direct observation.

H. Record Samples: Immediately prior to Substantial Completion, CONTRACTOR shall meet with ARCHITECT and DISTRICT at the Project site to determine which Samples are to be transmitted to DISTRICT for record purposes. Comply with DISTRICT instructions regarding delivery to DISTRICT storage area.

I. Miscellaneous Records: Refer to other Specification sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date of Final Completion, complete and compile miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to ARCHITECT for DISTRICT records.

PART 2 PRODUCTS (Not applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01790

FIRE SAFETY
IN ACCORDANCE WITH
2001 CALIFORNIA FIRE CODE

ARTICLE 87

1.01 SECTION INCLUDES

A. FIRE SAFETY DURING CONSTRUCTION, ALTERATION OR DEMOLITION OF A BUILDING

1.02 SCOPE:

Section 87.101

A. Buildings undergoing construction, alteration or demolition shall be in accordance with this Article.

1.03 APPROVALS:

Section 87.102

A. Approval of the safety precautions required for buildings being constructed, altered, or demolished may be required by the chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition.

1.04 FIRE SAFETY DURING CONSTRUCTION

Section 87.103

A. GENERAL. Buildings under construction shall be in accordance with this section.

B. ACCESS ROADS. Fire Department access roads shall be established and maintained in accordance with Article 10, Division II.
   1. EXCEPTION: When approved by the chief, temporary access roads of a width, vertical clearance and surface, which provide access for fire department apparatus, can be used until permanent roads are installed.

C. WATER SUPPLY. Water mains and hydrants shall be installed and operational in accordance with Article 10, Division IV, and Sections 10.502 and 10.503.
   1. EXCEPTION: When approved by the chief, a temporary water supply for fire protection can be used until permanent fire-protection systems are installed.

D. FIRE PROTECTION
   1. GENERAL: During the construction of a building and until the permanent fire-extinguishing system has been installed and is in service, fire protection shall be provided in system has been installed and is in service, fire protection shall be provided in accordance with this section.
   2. FIRE EXTINGUISHERS: Fire extinguishers shall be provided for buildings under construction when required by the chief. The number and type of extinguishers shall be as required by the chief, and the type of extinguisher shall be suitable for the type of fire associated with the hazards present.
   3. STANDPIPES:
      a. GENERAL. Buildings six stories or more in height shall be provided with not less than one standpipe for use during construction. Such standpipes shall be installed when the progress of construction is not more than 50 feet in height above grade. Such standpipes shall be provided with fire department hose connections at accessible locations adjacent to usable stairs, and the standpipe outlets shall be located adjacent to such usable stairs. Such standpipe systems shall be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring.
      On each floor there shall be provided a 22-inch valve outlet for fire department use.
      Where construction height requires installation of a Class III standpipe, fire pumps and water main connections shall be provided to serve the standpipe.

b. TEMPORARY STANDPIPES. Temporary standpipes are allowed to be provided in place of permanent systems if they are designed to furnish 75 gallons of water per minute at 50 pounds per square inch pressure with a standpipe size of not less than 4 inches. Outlets shall not be less than 22 inches. Pumping equipment sufficient to provide this pressure and volume shall be available at all times when a Class III standpipe system is required.

c. DETAILED REQUIREMENTS. Standpipe systems for buildings under construction shall be installed as required for permanent standpipe systems.

E. COMBUSTIBLE DEBRIS. Combustible debris shall not be accumulated within buildings.

1. Combustible debris, rubbish and waste material shall be removed from buildings as often as practical. Combustible debris, waste material and trash shall not be burned on the site unless approved.

F. MOTOR EQUIPMENT. Internal-combustion-powered construction equipment shall be used in accordance with the following:

1. Equipment shall be located so that exhausts do not discharge against combustible material.
2. When possible, exhausts shall be piped to the outside of the building.
3. Equipment shall not be refueled while in operation.
4. Fuel for equipment shall be stored in an approved area outside of the building.

G. HEATING DEVICES. Temporary heating devices shall be of a type approved by the chief, located away from combustible materials, and attended and maintained by competent personnel.

H. SMOKING. Smoking shall be prohibited, except in those areas approved by the chief. When required by the chief, a suitable number and type of NO SMOKING signs shall be posted.

I. CUTTING AND WELDING. Cutting and welding operations shall be in accordance with Article 49.

J. FLAME-PRODUCING EQUIPMENT. The use of torches or flame-producing devices for the sweating of pipe joints shall be in accordance with Section 11.405.

K. FLAMMABLE LIQUIDS. The storage, use and handling of flammable liquids shall be in accordance with Article 79. Ventilation shall be provided for operations utilizing the application of materials containing flammable solvents.

L. OPEN-FLAME DEVICES. Open-flame devices and other sources of ignition shall not be located in areas where flammable materials are being used.

M. ASPHALT AND TAR KETTLES. Asphalt and tar kettles shall be located and operated in accordance with Section 11.402.

N. TEMPORARY ELECTRICAL WIRING. Temporary electrical wiring shall be in accordance with Article 85.

O. BUILDING ACCESS. When required by the chief, access to buildings for the purpose of firefighting shall be provided. Construction material shall not block access to buildings, hydrants or fire appliances.

P. EMERGENCY TELEPHONE. When required by the chief, telephone facilities shall be provided at the construction site for the purpose of emergency notification of the fire department. The street the construction site for the purpose of emergency notification of the fire department. The street address of the construction site shall be posted adjacent to the telephone, together with the fire department telephone number.

Q. FIRE-PROTECTION PLAN. When required by the chief, a fire-protection plan shall be established.

1.05 ALTERATIONS OF BUILDINGS

Section 87.104.

A. GENERAL. Alterations of buildings shall be in accordance with the Building Code, applicable provisions of Section 87.103, and this section.

B. FIRE-PROTECTION SYSTEMS. When the building is protected by fire-protection systems, such systems shall be maintained operational at all times during alteration.

1. When alteration requires modification of a portion of a fire-protection system, the remainder of the system shall be kept in service. When it is necessary to shut down the entire system, a fire watch shall be kept on site until the system is returned to service.

C. EXITS. Required exit components shall be maintained in accordance with Article 12.
   1. EXCEPTION: Approved temporary exiting system or facilities.

D. FIRE-RESISTIVE ASSEMBLIES AND CONSTRUCTION. Fire-resistive assemblies and construction shall be maintained in accordance with Sections 10.601 and 10.602.

1.06 FIRE SAFETY DURING DEMOLITION:

Section 87.105.

A. GENERAL. Demolition of buildings shall be in accordance with this section and, where applicable, Sections 87.103 and 87.104.

B. AUTOMATIC SPRINKLER SYSTEM. When a building to be demolished contains a sprinkler system, such system shall not be rendered inoperative without approval of the chief.

C. FIRE HOSE. Suitable fire hose, as required by the chief, shall be maintained at the demolition site. Such hose shall be connected to an approved source of water and shall not impede fire department use of hydrants.

D. CUTTING AND WELDING. Demolition operations involving cutting and welding shall be in accordance with Section 49.107.

E. Burning of Combustible Waste. Combustible waste material, trash and rubbish shall not be burned at the demolition site, unless approved Accumulations of such material shall be removed from the site as often as necessary to minimize the hazards therefrom.

F. FIRE WATCH. When required by the chief for building demolition, which is hazardous in nature, qualified personnel shall be provided to serve as an on-site fire watch. The sole duty of fire-watch personnel shall be to watch for the occurrence of fire.

END OF SECTION