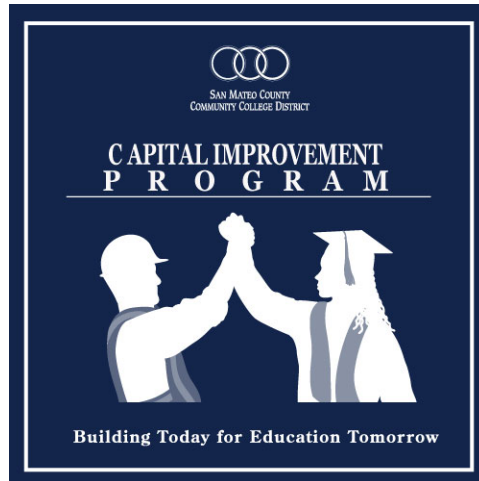


DOCUMENT 00 01 01



**DESIGN-BUILD REQUEST FOR PROPOSAL**

**FOR THE**

**College of San Mateo Buildings 12/15/17/34 Modernization Project**

**Division 0-1 Specifications  
Bid Number 86597**

San Mateo County Community College District  
3401 CSM Drive  
San Mateo, CA 94402

DOCUMENT 00 01 10

**College of San Mateo Building 12/15/17/34 Modernization Project**

**TABLE OF CONTENTS**

**INTRODUCTORY INFORMATION**

00 01 01	Title Page
00 01 05	Not Used
00 01 10	Table of Contents

**PROPOSAL REQUIREMENTS, CONTRACT FORMS AND CONDITIONS OF THE CONTRACT**

00 11 13	Notice to Prequalified Design-Build Entities
00 11 19	Instructions to Design Build Entities
00 11 20	Access, Indemnity and Release Agreement
00 21 14	Bid Submittal Map
00 21 15	College of San Mateo Campus Map
00 21 26	Not Used
00 31 19	Reports, Surveys and Existing Conditions
00 41 00	Proposal Form
00 43 13	Bond Accompanying Proposal
00 43 25	Substitution Request Form
00 43 33	Schedule of Major Equipment and Material Suppliers
00 43 36	Subcontractors List Form
00 43 45	Escrow Agreement for Security Deposits in Lieu of Retention
00 45 00	Design-Build Entity Certifications
00 45 19	Non-collusion Affidavit
00 50 00	Notice to Proceed with Design
00 50 01	Notice to Proceed with Construction
00 51 00	Notice of Award
00 51 01	Notice of Intent to Award Design-Build Contract
00 52 00	Agreement for Design-Build Services
00 61 00	Construction Performance Bond
00 62 00	Construction Labor and Material Payment Bond
00 65 36	Guaranty
00 65 73	Agreement and Partial Release of Any and All Claims
00 65 74	Agreement and Release of Any and All Claims
00 71 00	General Conditions
00 73 00	Supplemental General Conditions
00 73 01	Not Used
00 73 05	Not Used
00 73 06	Supplemental General Conditions – SMCCCD Design Standards
00 73 07	Not Used
00 73 17	Insurance
00 73 37	Apprenticeship Program

**DIVISION 1 - GENERAL REQUIREMENTS OF THE CONTRACT**

01 10 00	Summary of Work
01 10 01	Summary of Work - Design Services
01 21 00	Allowance
01 23 00	Not Used
01 26 00	Modification Procedures
01 29 00	Payments and Completion
01 31 19	Project Meetings
01 31 23	Web-Based Project Management System
01 32 16	Progress Schedules and Reports
01 32 19	Submittal Procedures
01 35 00	Special Procedures
01 35 27	Project Labor Agreement
01 41 00	Regulatory Requirements
01 41 01	Regulatory Requirements - Hazardous Materials
01 42 00	References and Definitions
01 45 23	Testing and Inspection
01 51 00	Temporary Facilities and Controls
01 56 00	Site Security and Safety
01 58 00	Project Identification and Signs
01 60 00	Product Requirements
01 74 00	Cleaning
01 77 00	Contract Closeout
01 78 39	Project Record Documents
01 91 13	Commissioning Requirements

**DIVISION 2 AND ABOVE – TECHNICAL REQUIREMENTS**

23 08 00	Commissioning of HVAC
----------	-----------------------

END OF DOCUMENT

DOCUMENT 00 11 13

**NOTICE TO PREQUALIFIED DESIGN-BUILD ENTITIES**

**NOTICE IS HEREBY GIVEN** that the San Mateo County Community College District (“**District**”) of San Mateo, California, acting through its Governing Board, hereinafter referred to as the District, will accept proposals for the award of the contract for the following public work:

**BID NUMBER 86597**  
**Building 12/15/17/34 Modernization Project**  
**College of San Mateo**  
**San Mateo, California**

Each proposal must conform to and be responsive to the contract documents and be submitted on a form furnished by the District. Proposals can only be submitted by those Design-Build Entities who have been pre-qualified to submit proposals for this Project. Those Design-Build Entities are listed on the project web site at [http://www.smccd.edu/accounts/smccd/departments/facilities/CSM\\_B12151734Mod\\_01.shtml](http://www.smccd.edu/accounts/smccd/departments/facilities/CSM_B12151734Mod_01.shtml)

**DESCRIPTION OF THE WORK.** The Work generally consists of renovation of Buildings 12, 15, 17 and 34 at College of San Mateo. Bidding documents contain the full description of the Work.

**PROPOSALS DUE:** Proposals will be received by Construction Planning Department of the San Mateo County Community College District at their office located at College of San Mateo, 1700 West Hillsdale Blvd., Building 27, San Mateo **no later than 1:00 p.m., on Friday, January 9, 2009.** Main contact for this project is Michele Rudovsky, telephone (650)378-7353, facsimile (650)359-6764, and email: Rudovskym@smccd.edu.

**THIS IS A LABOR AGREEMENT PROJECT:** This project is subject to the terms of the Program Stabilization Agreement (PLA) Executed between the San Mateo County Community College District and the San Mateo County Buildings and Trades Council. Copies of the PLA are available on the Web at: <http://www.smccd.net/accounts/facilities/planconstruct/Downloads/PROJ%20STABILIZATION%20AGMNT%20SIGNED%20081503%20FINAL.pdf>

**PREVAILING WAGE:** The successful bidder shall be required to pay its workers on this project a sum not less than the general prevailing wage rate of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the project is performed as provided under California Labor Code section 1770 et sec. The District has determined the prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work in the locality in which this project is to be performed for each craft, classification or type of work needed to execute the work.

Contractor shall be required to post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

**SUBSTITUTION OF SECURITIES.** District will permit successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00 43 45 (Escrow Agreement for Security Deposits in Lieu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00 43 45 (Escrow Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document 00 11 13.

**RESTRICTIONS ON SUBSTITUTIONS AND SOLE SOURCE ITEMS.** As a limitation on Bidder's privilege to substitute “or equal” items, District has found that certain items are designated as District standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, District will not permit substitution. Such items are described in the Bidding Documents.

**PROCUREMENT OF BIDDING DOCUMENTS:** Bidders may obtain copies of bid documents through the project

web site, [http://www.smccd.edu/accounts/smccd/departments/facilities/CSM\\_B12151734Mod\\_01.shtml](http://www.smccd.edu/accounts/smccd/departments/facilities/CSM_B12151734Mod_01.shtml). Documents will also be available in the following Bay Area plan rooms:

Company	Phone
Peninsula Builders Exchange	650-591-4486
Santa Clara Builders Exchange	408-727-4000
San Francisco Builders Exchange	415-282-8220
Contra Costa Builders Exchange	925-685-8630
Dublin Dodge Plan Room	925-833-9750
Alameda County Builders Exchange	510-483-8880
Reed Construction Data	800-424-3996

**A MANDATORY PRE-BID CONFERENCE WILL BE HELD at 2:00 p.m. on Thursday, December 18, 2008 at the District Administration Building, Board Room, 3401 CSM Drive, San Mateo, California.** At least one member of the prequalified design-build entity must attend this conference. Interested parties are advised to arrive early in order to park.

The San Mateo County Community College District is an equal opportunity employer.

**Board of Trustees  
San Mateo County Community College District  
Karen Schwarz, Vice President-Clerk**

**Published:** December 5, 2008  
December 11, 2008

END OF DOCUMENT

DOCUMENT 00 11 19

**INSTRUCTIONS TO DESIGN-BUILD ENTITIES**

The San Mateo County Community College District (“District”), will receive competitive sealed Proposals from Design-Build Entities for the following public work:

**BID NUMBER 86597**  
**BUILDINGS 12/15/17/34 MODERNIZATION PROJECT**  
**COLLEGE OF SAN MATEO**  
**SAN MATEO, CALIFORNIA**

**Design Build Entities who have been pre-qualified for this Project may submit proposals:**

- BNBuilders Inc.
- Pankow Special Projects, L.P.
- Ralph Larsen and Son, Inc.

The pre-qualified alternate Design Build Entities for this Project, who will be invited to submit proposals in the event one of the teams listed above is not able to participate, are:

- Alternate #1: McCarthy Building Companies, Inc.
- Alternate #2: BCCI Construction Company

1. **RECEIPT OF PROPOSALS.** District will receive sealed Proposals at District’s Construction Planning Department office, 1700 West Hillsdale Blvd., Building 27 Room 112, San Mateo, California (see Document 00 21 14 Proposal Submittal Vicinity Map) on **January 9, 2009**. Proposals shall be due by **1:00 p.m.**, as determined by time and date stamp clock at the District’s Construction Planning Department office. All Proposal packages will be time-stamped to reflect their submittal time. District will reject all Proposals received after the specified time and will return such Proposals to Design-Build Entities unopened. Design-Build Entities must submit Proposals in accordance with this Document 00 11 19. Only the Design-Build Entities who pre-qualified pursuant to the process described in the document entitled College of San Mateo Buildings 12/15/17/34 Modernization Project, Design Build Entity Request for Qualifications, dated October 29, 2008, and any amendments, modifications or supplements thereto (the “Qualification Process”), are eligible to submit Proposals.

**2. CONTACT INFORMATION.**

Mailing and street address of District’s Construction Planning Department main office:

San Mateo County Community College District  
Construction Planning Department  
1700 W. Hillsdale Drive, Building 27, room 112  
San Mateo, CA 94402

ATTN: Michele Rudovsky  
Telephone: 650 378 7353  
Fax: 650 358 6764  
Email: rudovskym@smccd.edu

3. **PROCUREMENT OF BID DOCUMENTS.** Bidders may obtain copies of the Request for Proposal upon payment of a non-refundable fee to Elite Reprographics starting December 18, 2008 by calling 415.957.1234 or December 11, 2008

through their internet website at <http://www.eliterepro.com/public.htm>. Request **Bid No. 86597 College of San Mateo Buildings 12/15/17/34 Modernization Project** documents for printing. Alternatively, Bidders may access bid documents through the District's project web site, [http://www.smccd.edu/accounts/smccd/departments/facilities/CSM\\_B12151734Mod\\_01.shtml](http://www.smccd.edu/accounts/smccd/departments/facilities/CSM_B12151734Mod_01.shtml).

4. **DETERMINATION OF BEST VALUE.** If the Contract is to be awarded, District will award the Contract to the responsive Design-Build Entity whose proposal is determined in writing to provide the Best Value to the District. District shall provide its written decision and award within **sixty (60)** calendar days of Proposal submission. District's written decision shall support the award of the Contract by stating in detail the basis of the award. District will deliver Document 00 51 00 Notice of Award as provided herein. If Contract is to be awarded, the qualifying Design-Build Entity with the most points will be awarded the Contract as provided in this Document 00 11 19 (Instructions to Design-Build Entities).
5. **SCOPE AND NEEDS OF THE PROJECT.** The District is inviting design-build proposals from pre-qualified Design-Build Entities for this Project. The scope of work is described in 01 10 00 Summary of Work. The preliminary estimate of contract award for this commission is **\$4,150,000**. Of this amount, District anticipates that 4% would be allocated to Building 12 Swing, 34% would be allocated to Building 15 Modernization, 35% would be allocated to Building 17 Modernization, 12% would be allocated to Building 12 1<sup>st</sup> Floor tenant improvements, and 14% would be allocated to Building 34 tenant improvements. These percentages are not to be taken as absolutes, but could serve as guidance as Design-Build Entity develops its Proposal.
6. **REQUIRED DESIGN-BUILD ENTITY CERTIFICATIONS.** Design-Build Entities must submit with their Proposals Document 00 45 00 (Design-Build Entity Certifications). District will reject as non-responsive any Proposal submitted without the Design-Build Entity Certifications.
7. **UPDATING INFORMATION SUBMITTED IN PRE-QUALIFICATION PROCESS.** As indicated in Document 00 45 00 (Design-Build Entity Certifications), each Design-Build Entity shall either (a) certify that all information it submitted to District in connection with the Qualification process, and any modifications, amendments or supplements thereto remains true and correct in all respects as of the date of submitting Proposals, or (b) if there have been any changes, that such changes are reflected on Appendix 1 - Acceptable Safety Record and/or on Appendix 2 – Design-Build Entity Material Changes List, submitted as provided in Document 00 45 00.
8. **REQUIRED SECURITY.** Design-Build Entities must submit with their Proposals cash, a certified check or cashier's check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, of not less than ten percent of the amount specified in Document 00 41 00 (Proposal Form), payable to "San Mateo County Community College District". District will provide the required form of corporate surety bond, Document 00 43 13 (Bond Accompanying Proposal). District will reject as non-responsive any Proposal submitted without the necessary Proposal security. District may retain all Proposal securities and Proposal bonds until the later of [state number of days] days after Proposal opening and execution of the Contract and deposit of all necessary bonds and other items, at which time District shall return the Proposal securities and Proposal bonds of any non-defaulting Proposer.
9. **REQUIRED NON-COLLUSION AFFIDAVIT.** Design-Build Entities must submit with their Proposals Document 00 45 19 (Non-Collusion Affidavit). District may reject as non-responsive any Proposal submitted without the Non-collusion Affidavit. No Design-Build Entity may make or file or be interested in more than one Proposal for the same supplies, services or both.
10. **PRE-PROPOSAL CONFERENCES, CONFIDENTIAL MEETINGS, AND SITE VISITS.** District will conduct **one** mandatory Pre-Proposal Conference at 2:00 p.m. on December 18, 2008 at the SMCCCD District Office Board Room, 3401 CSM Drive, San Mateo, California. All parties are advised to arrive early to secure parking. In addition, District will schedule up to **three ninety-minute confidential meetings** with each Design-Build Entity during the proposal development period. These meetings are confidential, and are elective. The Design-Build Entity may elect not to participate in any of these confidential meetings. Each Design-Build Entity may freely visit the buildings during public access hours; if Design-Build Entity wishes to conduct site visits of non-public and otherwise locked areas of the buildings, District will coordinate up to **three two-hour site visits**

with each Design-Build Entity during the proposal development period. Every attempt will be made to preserve the confidentiality of the integrity of each Proposal, along with any competitive advantage(s) associated therewith. However, the District will transmit to all competing Design-Build Entities any Addenda as District in its discretion considers necessary in response to questions arising at the Proposal Conference or from these confidential meetings. Design-Build Entities shall not rely upon oral statements; nor shall oral statements be binding or legally effective.

11. **OTHER REQUIREMENTS PRIOR TO PROPOSING.** Submission of a Proposal signifies the Design-Build Entity's careful examination of Proposal Documents and complete understanding of the nature, extent and location of Work to be performed. Design-Build Entities must complete the tasks listed in Document 00 52 00 (Agreement), Article 5, as a condition to submitting a Proposal, and submission of Proposal shall constitute the Design-Build Entity's express representation to District that Design-Build Entity has fully completed these tasks.
12. **EXISTING CONDITIONS AND RELATED DATA.** Design-Build Entities may examine any available existing conditions information by giving District reasonable advance notice. Document 00 31 19 (Geotechnical Data and Existing Conditions) applies to all supplied existing drawings and geotechnical reports, and all other information supplied regarding existing conditions above ground or below ground. Document 00 21 26 (Hazardous Materials Surveys) applies to all supplied existing drawings, reports, surveys, and all other information supplied regarding existing Hazardous Materials conditions relating to the Project.
13. **ADDENDA.** Design-Build Entities must direct to District all questions about the meaning or intent of the Request for Proposal Documents. Design-Build Entities must submit their questions in writing. District will issue by formal written Addenda interpretations or clarifications it considers necessary in response to such questions. District will send by certified mail Addenda to Design-Build Entities recorded by District as having received the Proposal documents to the address supplied to District by the Design-Build Entity. District may not respond to questions received less than **seven (7)** days before the date for opening Proposals. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.
  - a. If District deems advisable, District may also issue Addenda to modify the Request for Proposal Documents.
  - b. Addenda shall be acknowledged in Proposal Form by number and shall be part of the Contract Documents. Design-Build Entities may obtain a complete listing of Addenda from District.
14. **SUBSTITUTIONS.** Design-Build Entities must base their Proposals on products and systems specified in the Contract Documents or listed by name in Addenda.
  - a. Design-Build Entities may submit requests for substitutions no later than 14 days before Proposal opening. District reserves the right not to act upon submittals of substitutions until after Proposal Opening. Submittals of substitutions shall contain sufficient information, as set forth in Document 00 43 25 (Substitution Request Form) and Specification Section 01 60 00 Product Requirements, to assess acceptability of product or system. Insufficient information shall be grounds for rejection of substitution.
  - b. Addenda shall list substitutions, if any, approved prior to due date for Proposals.
  - c. Design-Build Entities may submit requests for substitution after the date indicated above in accordance with requirements specified in Document 00 71 00 (General Conditions) and Specifications Section (01 60 00 Product Requirements). District may consider specifications final upon Contract award, however, and will consider substitutions following award in its sole discretion.
  - d. As further limitation on Bidder's privilege to substitute items, District has found that certain items are designated as District standards and certain items are designated to match existing items in use on a particular public improvement, either completed or in the course of completion, and/or are only available from one source. As to such items, District will not permit substitution. District will not permit substitutions for the following items:



1. <b>Door Closers</b>	LCN
2. <b>Door lockset cores</b>	Schlage
3. <b>Panic door hardware</b>	Von Duprin
4. <b>Window shades</b>	Mechoshades
5. <b>Top set base</b>	Burke
6. <b>Carpet</b>	Collins & Aikman
7. <b>Resilient Flooring</b>	Tarkett Linoleum
8. <b>Suspended Acoustical Tile</b>	USG
9. <b>Ceramic Tile</b>	Dal-Tile
10. <b>Paint</b>	Kelly Moore Paints
11. <b>Controls</b>	T.A.C. Controls
12. <b>Fire Alarm</b>	Siemens MXL fire alarm systems
13. <b>Irrigation</b>	Hunter
14. <b>Toilet Partitions</b>	Bobrick Sierra
15. <b>Security</b>	Group 4 Technologies AMAG

15. **WAGE RATES.** Design-Build Entities are required to comply with all applicable prevailing wage requirements and/or regulations. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at District's main office and are deemed included in the Proposal Documents. Upon request, District will make available copies to any interested party. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at [www.dir.ca.gov/](http://www.dir.ca.gov/).
16. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.
17. **PROJECT STABILIZATION AGREEMENT.** The San Mateo County Community College District Board of Trustees has executed a Project Stabilization Agreement for this Project. All Design-Build Entities must comply with the requirements of this Stabilization Agreement, a copy of which may be reviewed on the District's website at <http://www.smccd.edu/accounts/smccd/departments/facilities/ProjectLaborStabilizationAgreement.pdf>
18. **OWNER CONTROLLED INSURANCE PROGRAM.** The San Mateo County Community College District may elect to implement an Owner Controlled Insurance Program ("OCIP") provided by the Statewide Educational Wrap Up Insurance Program Joint Powers Authority ("SEWUP") on this Project. This program will provide Worker's Compensation, General Liability, Excess Liability, Contractor's Pollution Liability, Builders Risk and excess OPPI insurance coverage for Design-Build Entity and all its subcontractors on the Project. Design-Build Entity and its subcontractor must meet certain minimum standards as more fully described in Document 00 73 17 (Owner Controlled Insurance Program) to participate on this Project and in this OCIP.
19. **OWNERSHIP OF DOCUMENTS.** All materials, including copyrights for original design work, submitted by Design-Build Entities in response to this Request for Proposal shall become the property of the District.
20. **PROPOSAL SUBMISSION.** Each Design-Build Entity shall submit its Proposal to the District at the address indicated in Paragraph 2. Each Design-Build Entity shall submit one original set and five (5) copy sets of the following items specifically tailored to the Project. In addition, electronic files (formatted as Adobe .pdf files) of all documents and materials submitted shall be included in the Proposal.
- a. The Proposal must contain the following, fully completed (and where applicable, executed) documents:
- 1) Document 00 41 00 (Proposal Form).
  - 2) Document 01 35 27 (Project Labor Agreement Assent Form)
  - 3) Document 00 43 13 (Bond Accompanying Proposal)

- 4) Document 00 45 19 (Non-Collusion Affidavit), subscribed and sworn before a notary public.
- 5) Document 00 45 00 (Design-Build Entity Certifications), signed and completed (and including any attachments) as indicated therein.
- 6) Document 00 73 00 Exhibit 1 (SMCCCD Design Standards Review Checklist)
- 7) A letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A-IX or better, confirming that surety has agreed to provide Design-Build Entity with performance and payment bonds in accordance with the requirements set forth in the Contract Documents 00 61 00 (Construction Performance Bond) and 00 62 00 (Construction Labor and Material Payment Bond), with minimum penal sums in the amounts set forth therein.
- 8) Outline Specifications for CSI Divisions 2-60. All products and systems the Design-Build Entity intends to include in the Project should be listed in the Outline. The Outline Specifications provided by the Design-Build Entity may indicate, by reference to a specific section of the District's Design Standards and Construction Specifications, the intent to comply with those documents. The intent of this requirement is to clearly identify all products and systems that are part of the Proposal.
- 9) A narrative report by each design discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, geotechnical, teledata, electronics and security systems, types of equipment, materials, finishes, site development and landscaping. The rationale shall include initial costs, lifecycle costs, and life expectancy and maintenance considerations. Clearly indicate when a proposed design solution, product or system has been in service fewer than ten (10) years, and if the design solution, product or system has never been approved by the permitting authority(ies).
- 10) Initial Design/Construction Schedule, including key milestones such as, but not limited to: (i) completion of each phase of design services (see Section 01 10 01 Summary of Work - Design Services), (ii) approvals of District, (iii) approvals of Division of State Architect ("DSA") and other applicable governmental entities, (iv) the start of each phase of construction, (v) substantial completion of each phase of construction.
- 11) Preliminary construction logistics plan indicating locations proposed for trailers, fences, materials storage areas, etc. Show progressive phases of the construction logistics plan.
- 12) Proposed staffing plan for the Project, including resumes, for at least the following proposed key personnel: Project Manager; Design Manager; Designers, Architects and Engineers; Construction Superintendent; Scheduler; Cost Estimator.
- 13) Information to facilitate the District's analysis of the Project's life-cycle costs over twenty-five (25) years, if Design-Build Entity does not intend to comply with the District's design standards as the basis of life cycle cost.
- 14) Design-Build Entity's approach to safety programs, including Subcontractor involvement.
- 15) Design-Build Entity's plan to assure availability of skilled workforce.
- 16) A plan for incorporation of the Board of Trustees' goals for the Capital Improvement Program, as described in Design-Build Entity's Statement of Qualifications.

- 17) Document 00 43 33 Schedule of Major Equipment and Materials, which is a listing of major equipment and materials the Design-Build Entity will include in the Project.
- 18) Schematic Floor Plans of the buildings to be renovated, drawn to scale and to sufficient detail to communicate the design solution.
  - a) Such other information as deemed relevant by the proposing Design-Build Entity.
- b. Design-Build Entities shall submit their Proposals and all deliverables in a manner that is structured to permit easy and definitive evaluation of each Factor identified in paragraph 22 below, Evaluation Factors.
- c. Proposals shall be deemed to include any written responses of a Design-Build Entity to any questions or requests for information of District made as part of the Proposal evaluation process after submission of the Proposal.

## 21. PROPOSAL RECEIPT AND EVALUATION

- a. District shall date and time stamp Proposals on receipt. Proposals will not be opened publicly, but may become public as described in Paragraph 29 below.
- b. District will open the Proposals, and perform a preliminary review to identify any patently defective Proposals. District action on defective Proposals may include refusal to evaluate such Proposals and elimination of Design-Build Entities submitting such Proposals from the evaluation process. District reserves all rights to take any action consistent with the requirements of this Document 00 11 19 (Instructions to Design-Build Entities), including, without limitation, requesting additional information after receipt and opening of Proposals and waiving any inconsequential defects.
- c. All Proposals from Design-Build Entities which remain after the preliminary review shall be evaluated by one or more District Review Panels, which will be comprised of individuals selected by the District. The Review Panel(s) will review the Proposals and award points using the methodology described in this Document 00 11 19.
- d. Within approximately ten (10) days after the submittal of Proposals, each Design-Build team will be allowed approximately two (2) hours (plus an additional one hour for set-up time if desired) to provide an interview/presentation to the District, for the purpose of presenting the Design-Build Entity's Proposal, and describing its competitive superiority for the work of the Contract. The date, time and location will be established and announced at a later date. District reserves the right to establish additional procedures for the interview/presentations, and will notify all Design-Build entities if District exercises this right.
- e. In evaluating Proposals, District will consider the information provided in the Design-Build Entity's Proposal, the Design-Build Entity's compliance with the prescribed requirements, and such other data as may be requested in this Document 00 11 19 (Instructions to Design-Build Entities), Design-Build Entity's interview/presentation, or any other items provided prior to the Notice of Award. District's evaluation of Proposals will follow the methodology described in Paragraph 22 Evaluation Factors.
- f. District may conduct such investigations as District deems necessary to assist in the evaluation of any Proposal and to establish the Design-Build Entity's responsibility, qualifications and financial ability, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents and Design-Build Entity's proposed price to District's satisfaction within the prescribed time. District shall have the right to communicate directly with Design-Build Entity's Surety regarding Design-Build Entity's bonds.
- g. District will resolve discrepancies between (1) the multiplication of units of Work and unit prices in favor of the unit prices; (2) the indicated sum of any column of figures and the correct sum thereof in favor of the correct sum; and (3) written words and figures, or words and numerals, in favor of the words.

**22. EVALUATION FACTORS**

- a. If the Contract is to be awarded, District will award the Contract to the responsive Design-Build Entity whose Proposal is determined to provide the Best Value to the District. District shall provide its written decision and Notice of Award within **sixty (60) days** of receipt of Proposals. District’s written decision shall support the Award of the Contract by stating in detail the basis of the Award. District will deliver Document 00 51 00 (Notice of Award) as provided herein. Best Value will be assigned to the Proposal that scores the greatest number of points in accordance with the methodology described herein.
- b. The District will evaluate each Proposal based upon the following factors, with the maximum number of points allocated to each factor as indicated in the Points Matrix below.

<b>FACTORS</b>	<b>Maximum Points</b>
1. Price and Cost Management Plan	20
2. Technical Expertise	10
3. Life Cycle Costs over 25 Years	10
4. Skilled Labor Force Availability	10
5. Acceptable Safety Record	10
6. Design Management Plan	10
7. Construction Management Plan	10
8. Schedule	10
9. Legal and Other Program Requirements	5
10. Risk Management Plan	5

TOTAL (Maximum) 100 points

- c. Evaluation Factor Description
  - 1) **Price and Cost Management.** Each Design-Build Entity that agrees, in Document 00 41 00 Proposal Form, to design and construct the Project as described in these documents, and satisfy all other Design-Build Entity obligations under the Contract Documents, shall receive a maximum number of ten (10) points for this criterion. The District is not interested in identifying the “lowest bidder”, but rather intends to identify the Design-Build Entity whose Proposal offers the best value for the proposed price. Another maximum of seven (7) points can be achieved from the price certainty offered in the Design-Build Entity’s proposal, specific to confidence in the proposed price and the anticipation of cost changes as design and construction progresses. An additional maximum of three (3) points can be achieved from the value offered in voluntary alternates included in the Design-Build Entity’s proposal. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that neither Design-Build Entity is prejudiced by a tie.
  - 2) **Technical Expertise.** The Design-Build Entity whose team, as described, is determined by District to offer the best fit and approach for the project, when compared with the other Design-Build Entities, shall receive the maximum score of ten (10) points under this paragraph. Design-Build Entities judged to have lesser technical expertise will be assigned a score of less than ten (10) points, in descending order of their perceived Technical Expertise as judged by the District. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that neither Design-Build Entity is prejudiced by a tie. The term “team fit and approach” shall broadly encompass the totality of a Design-Build Entity’s proposed structure of organizational chart, knowledge/skill/ability/experience of key personnel, Owner/Designer/Contractor interaction strategies, and similar aspects brought about by the individuals proposed on the project and their approach to the work.
  - 19) **Life Cycle Costs Over Twenty-five Years.** The District is interested in renovated facilities whose sustainable design results in a low life cycle cost as calculated over a twenty-five (25) year period. Embedded in the District’s design standards are the values of durability, maintainability, aesthetic timelessness, ergonomics, first and life cost considerations, environmental sustainability, flexibility, and cultural suitability. The

District's design standards represent the basis of design for life cycle cost. Through its submission of Document 00 73 00 Exhibit 1 (SMCCCD Design Standards Review Checklist), Design-Build Entity affirms its intention to comply with the basis of design with regard to life cycle cost. If Design-Build Entity does not intend to comply with this basis of life cycle cost, Design-Build Entity shall submit a life cycle cost narrative with its Proposal, explaining why its approach is superior. The Proposals will be ranked First, Second, or Third – with the rank of First assigned to the Proposal estimated to have the least expensive life cycle costs over twenty-five (25) years; the rank of Second assigned to the Proposal that is deemed to have the next least expensive life cycle costs; and Third assigned to the Proposal having the most expensive life cycle costs. The Design-Build Entity whose Proposal is ranked First will be awarded the maximum score of ten (10) points under this paragraph. The Proposals ranking Second and Third will receive lesser scores. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.

- 3) **Skilled Labor Force Availability.** Each Design-Build Entity that satisfies the requirements for “skilled labor force availability” as defined in California Education Code Section 81703(c)(2)(F) shall receive a maximum of ten (10) points. Each Design-Build Entity should describe in its Proposal a commitment to furthering the following goals of the District's governing Board of Trustees: 1) maximizing opportunities for local, small and emerging businesses to compete fairly for work associated with this Project; 2) maximizing opportunities for local workers to be employed on the Project; and 3) maximizing support of the District's Skilled Trades Preparation Program. The Proposals will be ranked First, Second, or Third. The Design-Build Entity whose Proposal is ranked First will be awarded the maximum score of ten (10) points under this paragraph. The Proposals ranking Second and Third will receive lesser scores. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that neither Design-Build Entity is prejudiced by a tie.
- 4) **Acceptable Safety Record.** Each Design-Build Entity whose “safety record” is determined to be “acceptable” as provided by California Education Code Section 81703(c)(2)(G) shall receive a maximum of five (5) points. An additional maximum of five (5) points can be earned by submitting a superior Project Safety Plan, evidencing an exceptionally comprehensive Injury & Illness Prevention Plan, and having a low Experience Modification Factor rating. The Proposals will be ranked First, Second, or Third. The Design-Build Entity whose Proposal is ranked First will be awarded the maximum score of ten (10) points under this paragraph. The Proposals ranking Second and Third will receive lesser scores. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that neither Design-Build Entity is prejudiced by a tie.
- 5) **Design Management Plan.** The District will evaluate and judge the quality of the design management plan proposed by each Design-Build Entity. District will award points ranging from zero (0) to ten (10) to each Proposal in accordance with the District's judgment of the effectiveness of the design management plan reflected in each Proposal. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that neither Design-Build Entity is prejudiced by a tie. The term “design management” shall broadly encompass the totality of a Design-Build Entity's proposed design management, including the strategy for designing within budget and schedule and in conformance with the District's design standards; the elements of a Proposal in which a Design-Build Entity proposes to employ novel (yet reliable) or otherwise innovative design solutions; advanced technologies; and clean, efficient and sustainable materials, methods, processes, and systems. A material, process, or system is not necessarily “innovative” under this paragraph merely because it is new or recently developed. An “innovative” material, process, or system should be provably superior to available alternatives because it surpasses the alternatives with regard to efficiency, sustainability, safety, cost savings, or other relevant factors that would tangibly benefit the District.
- 6) **Construction Management Plan.** The District will award up to ten (10) points to Proposals that evidence superiority in the Design-Build Entity's proposed logistics plan, quality assurance/quality control plan, construction administration, and other aspects of construction phase management. The Proposals will be ranked First, Second, or Third. The Design-Build Entity whose Proposal is

- ranked First will be awarded the maximum score of ten (10) points under this paragraph. The Proposals ranking Second and Third will receive lesser scores. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that neither Design-Build Entity is prejudiced by a tie.
- 7) **Schedule.** The District has established specific Schedule Requirements relating to this Project. These Schedule Requirements have been communicated to the Design-Build Entities in the Request for Qualifications and in the Request for Proposals. The District will evaluate each Proposal in light of these Schedule Requirements, and will assign a numerical score to each Proposal ranging from zero (0) to ten (10) points in accordance with each Proposal's responsiveness to these Program Requirements. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that neither Design-Build Entity is prejudiced by a tie.
- 8) **Legal and Other Program Requirements.** The District has established specific Legal and Other Program Requirements relating to this Project (for example, conformance with the District's Project Labor Stabilization Agreement). These Requirements have been communicated to the Design-Build Entities in the form of the Request for Proposals. The District will evaluate each Proposal in light of these Program Requirements, and will assign a numerical score to each Proposal ranging from zero (0) to five (5) points in accordance with each Proposal's responsiveness to these Program Requirements. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that neither Design-Build Entity is prejudiced by a tie.
- 9) **Risk Management Plan.** The District will award up to five (5) points to Proposals that evidence superiority in Design-Build Entity's identification and mitigation of risks associated with the project. The Proposals will be ranked First, Second, or Third. The Design-Build Entity whose Proposal is ranked First will be awarded the maximum score of five (5) points under this paragraph. The Proposals ranking Second and Third will receive lesser scores. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that neither Design-Build Entity is prejudiced by a tie
- d. Tie Breaker. In the event of a tie in the total number of points awarded to Design-Build Entities, the Proposal that, in the District's sole discretion is determined to provide a superior design and construction solution with regard to sustainability, efficiency, and environmentally-friendly materials, systems and processes as compared to the other Proposal(s) receiving a tied score, shall be considered to provide the Best Value to the District.
23. **RIGHT TO REJECT PROPOSALS.** District may reject any and all Proposals and waive any informalities or minor irregularities in the Proposals at its sole discretion. District also reserves the right, in its discretion, to reject any or all Proposals and to re-issue a new Request for Proposal for the Project. District reserves the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Proposals, request other proposals and to reject the Proposal of any Design-Build Entity if District believes that it would not be in the best interest of the District to make an award to that Design-Build Entity, whether because the Proposal is not responsive or the Design-Build Entity is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the Work, to the fullest extent permitted by law. For purposes of this paragraph, an unbalanced Proposal is one having nominal prices for some work items and enhanced prices for other work items.
24. **NOTICE OF INTENT TO AWARD.** Upon completion of District's evaluation of all Proposals, including without limitation all required action by the District's Board of Trustees, District shall rank the responsive Design-Build Entities based on the paragraph 21 evaluation factors, from most advantageous to least advantageous to the District. District shall publicly announce its intent to award the Contract for the Project by issuing Document 00 51 00 (Notice of Award), and by posting Document 00 51 01 on District's website and by electronically mailing it to the Design-Build Entities who submitted Proposals for this Project, along with all parties who requested that the District provide such notice. Document 00 51 01 will be deemed properly delivered at the time it is posted on the District's website.

25. **PROPOSAL PROTEST.** Any Proposal Protest must be submitted in writing to the District's main office (Attention James Keller, Executive Vice Chancellor, 3401 CSM Drive, San Mateo, California 94402) before 5:00 p.m., no later than the sixth calendar day following posting of Document 00 51 01 (Notice of Intent to Award). Any Proposal Protest received after the deadline as described herein shall be deemed null and void.
- a. The initial Protest document must contain a complete statement of the basis for the Protest.
  - b. The Protest must refer to the specific portion of the document that forms the basis for the Protest, and must describe in detail the specific errors allegedly committed by the District in evaluating the protesting Design-Build Entity's Proposal (or with regard to any other Design-Build Entity's Proposal).
  - c. The Protest must contain the name, address and telephone number of the person or entity representing the protesting party.
  - d. The party filing the Protest must transmit a copy of the initial Protest document and any attached documentation concurrently to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the Protest. Such parties shall include all other Design-Build Entities that appear to have a reasonable prospect of receiving an award depending upon the outcome of the Protest.
  - d. The procedure and time limits set forth in this paragraph are mandatory and are the Design-Build Entity's sole and exclusive remedy in the event of Proposal Protest. The Design-Build Entity's failure to promptly comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal Protest, including without limitation filing a Government Code Claim or instituting legal proceedings. A Design-Build Entity may not rely on a Protest submitted by another Design-Build Entity, but must timely pursue its own Protest.
26. **ANNOUNCEMENT OF AWARD.** Upon completion of District's evaluation of all Proposals, including without limitation all required action by the District's Board of Trustees, District shall rank the responsive Design-Build Entities based on the paragraph 22 evaluation factors, from most advantageous to least advantageous to the District. District shall publicly announce the award of the Contract for the Project by issuing Document 00 51 00 (Notice of Award), and by posting Document 00 51 00 on District's web site and by electronically mailing it to all parties who requested that the District provide such notice. The Notice of Award shall include all of the following: (1) the Design-Build Entity to whom the award is made; (2) the successful Design-Build Entity's price proposal and its overall combined rating on the Request for Proposal evaluation factors; (3) the successful Design-Build Entity's ranking in relation to all other responsive Design-Build Entities and their respective price proposals; (4) a summary of District's rationale for the contract award; and (5) any other item the District may elect.
27. **POST-NOTICE OF AWARD REQUIREMENTS.**
- a. After Notice of Award, the successful Design-Build Entity must submit the following documents to District no later than 5:00 p.m. on the tenth (10th) calendar day following receipt of the Notice of Award. Execution of the Contract is dependent upon approval of these documents:
    - 1) Document 00 52 00 (Agreement): To be executed by the successful Design-Build Entity. Submit three (3) copies, each bearing all required original signatures.
    - 2) Document 00 61 00 (Construction Performance Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document 00 61 00 (Construction Performance Bond).
    - 3) Document 00 62 00 (Construction Labor and Material Payment Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document 00 62 00 (Construction Payment Bond).
    - 4) Document 00 65 36 (Guaranty): To be executed by successful Design-Build Entity, in the form set forth in Document 00 65 36 (Guaranty).

- 5) Insurance forms, documents, certificates and endorsements required by Document 00 73 16 (Insurance).
  - 6) Any other item specified in Document 00 51 00 (Notice of Award).
- b. District shall have the right to confirm the performance bond by communicating directly with the performance bond surety proposed by the selected Design-Build Entity. Sureties must be satisfactory to District. Corporate sureties on these bonds, and on bonds accompanying Proposals must be duly licensed to do business in the State of California and must have an A.M. Best Company financial rating of A-IX or better.
28. **FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If the Design-Build Entity to whom the Contract is awarded fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates and other documents within ten (10) calendar days after such Award, District may, in its sole discretion, deposit the Design-Build Entity's surety bond, cashier's check or certified check for collection, and retain the proceeds as liquidated damages for Design-Build Entity's failure to enter into the Contract Documents. The Design-Build Entity agrees that calculating the damages District may suffer as a result of the Design-Build Entity's failure to execute and deliver all required Contract Documents and other required documents would be extremely difficult and impractical and that the amount of the Design-Build Entity's required Proposal security shall be the agreed and presumed amount of District's damages.
29. **PUBLIC RECORDS ACT REQUESTS.**
- a. Per the Public Records Act, District will make available to the public Design-Build Entity's Proposals (to the extent opened), all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Document 00 11 19, and all subsequent Proposal evaluation information. Any submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, District will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Design-Build Entity. Any such trade secrets or proprietary financial information that a Design-Build Entity believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
  - b. Upon a request for records regarding a Proposal, District will notify Design-Build Entity involved within ten Days from receipt of the request of a specific time when the records will be made available for inspection. If the Design-Build Entity timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Design-Build Entity determines is not subject to public disclosure, and requests District to refuse to comply with the records request, Design-Build Entity shall take all appropriate legal action and defend District's refusal to produce the information in all forums; otherwise, District will make such information available to the extent required by applicable law, without restriction.
  - c. All materials included with and Information disclosed in the Proposal and the attendant submissions are the property of District unless Design-Build Entity makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.
30. **CONFORMED PROJECT MANUAL.** Following Award of Contract, District may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.
31. **DEFINITIONS.** Except as set forth herein, all abbreviations and definition of terms used in these Instructions are set forth in Document 00 71 00 (General Conditions) or Specifications Section 01 42 00 (References and Definitions).

END OF DOCUMENT



DOCUMENT 00 11 20

**ACCESS, INDEMNITY AND RELEASE AGREEMENT**

Dated \_\_\_\_\_

DESIGN-BUILD ENTITY: \_\_\_\_\_

DISTRICT: SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

SITE: College of San Mateo

PROJECT: College of San Mateo Buildings 12 15 17 34 Modernization Project

In consideration of the above-referenced District’s permitting the undersigned Design-Build Entity (“Design-Build Entity”) to have access to, and to conduct investigations, tests and/or inspections on the Site (collectively described herein as “access”), and effective upon such access, Design-Build Entity hereby agrees as follows:

1. To the greatest extent permitted by law, including without limitation California Civil Code Section 2782, Design-Build Entity hereby releases, and shall defend, indemnify and hold harmless District, and its officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney’s fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Design-Build Entity or any of Design-Build Entity’s officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of District or by any released and indemnified party.
2. Design-Build Entity hereby waives the provisions of California Civil Code Section 1542 which provides as follows:
 

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
3. Design-Build Entity shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and shall comply with and be subject to all other requirements and obligations described or referenced in Document 00 31 19 (Geotechnical Data and Existing Conditions).
4. Attached hereto (or to be delivered separately before Design-Build Entity’s visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of 00 71 00 (General Conditions).
5. Although this Access, Indemnity and Release Agreement is not a Contract Document (see Document 00 52 00 [Agreement]), it shall be fully effective and binding regardless of whether Design-Build Entity submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

Signatories warrant that they are duly authorized to enter into this Access, Indemnity and Release Agreement on behalf of the Design-Build Entity, and their agreement hereto is indicated by their signatures below:

\_\_\_\_\_ Name of Design-Build Entity

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

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

Its: \_\_\_\_\_  
Title (If Corporation: Chairman, President or Vice  
President)

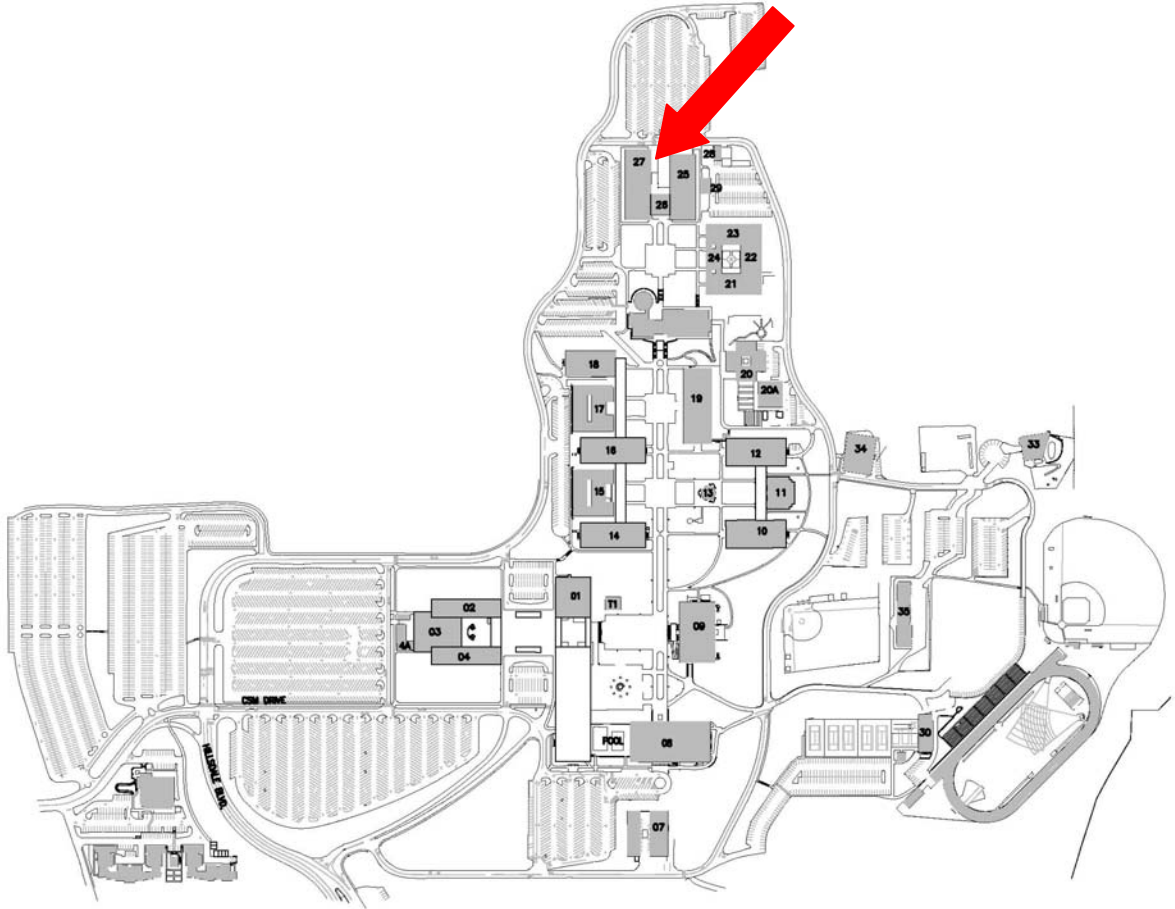
Its: \_\_\_\_\_  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer or Assistant  
Treasurer)

END OF DOCUMENT

DOCUMENT 00 21 14

**BID SUBMITTAL MAP**

1. This Document 00 21 14 displays in graphic detail the location where proposal documents are to be submitted. Proposals shall be submitted in accordance with the location, date, and time as described in Document 00 11 19.

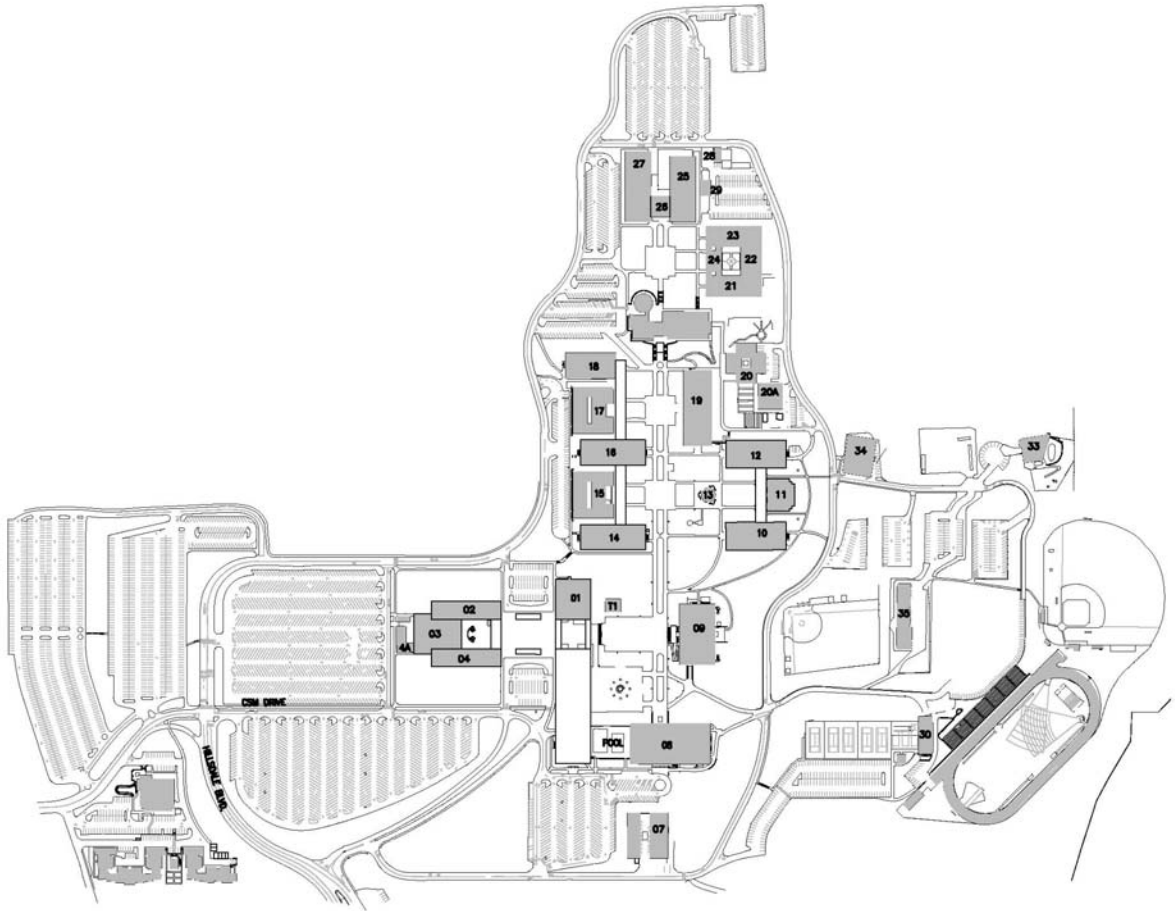


END OF DOCUMENT

DOCUMENT 00 21 15

**COLLEGE OF SAN MATEO CAMPUS MAP**

1. This Document 00 21 15 is a map, graphically representing the **College of San Mateo** and generally showing buildings of the **College of San Mateo**



END OF DOCUMENT

## DOCUMENT 00 31 19

**REPORTS, SURVEYS AND EXISTING CONDITIONS****1. REPORT AND INFORMATION**

- 1.1 **Existence of Reports and utility surveys:** San Mateo County Community College District, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents and do not show new work to be constructed, rather, show existing conditions that Contractor will have to address as part of its construction planning and operations.
- 1.2 **Inspection of Reports:** Design-Build Entities may inspect geotechnical reports and information regarding existing conditions at the Site. These documents are available for review at [http://www.smccd.edu/accounts/smccd/departments/facilities/CSM\\_B12151734Mod\\_01.shtml](http://www.smccd.edu/accounts/smccd/departments/facilities/CSM_B12151734Mod_01.shtml). These reports, documents and other information are not part of the Contract Documents. Nevertheless, by submitting a Proposal, Design-Build Entity accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.
- 1.3 **Inclusion in Project Manual:** Geotechnical reports may be included in the Project Manual and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents, but rather “for information only.”
- 1.4 **Available Documentation:** The following documentation is available for review through District for this project:
- a. College of San Mateo Building 15 construction record drawings
  - b. College of San Mateo Building 17 construction record drawings
  - c. College of San Mateo Building 12 construction record drawings
  - d. College of San Mateo Building 12 fire alarm modification drawings
  - e. College of San Mateo Building 34 construction record drawings
  - f. College of San Mateo Building 34 structural study for Field Act upgrade
  - g. College of San Mateo Buildings 12, 15 and 17 Architectural Barrier Report (December 22, 2008)

**2. USE OF INFORMATION ON EXISTING CONDITIONS AND REQUIRED PRE-PROPOSAL INVESTIGATIONS**

- 2.1 Design-Build Entity’s attention is directed to Document 00 71 00 (General Conditions) including but not limited to, its Article 2 “Proposal Period Investigations and Subcontractors” and Article 14 “Modifications of Contract Documents” [Paragraph G “Differing Site Conditions” and Paragraph H “Change Orders Related to Underground Conditions”].

**3. ACCESS TO SITE FOR INVESTIGATIONS**

- 3.1 During the Pre-Proposal Site Visit(s), District will provide each Design-Build Entity access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Design-Build Entity deems necessary for submission of a Proposal. Design-Build Entities must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00200 (Request for Proposals) and Document 00700 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Design-Build Entity shall supply all equipment required to perform any investigations as each Design-Build Entity deems necessary. District has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF DOCUMENT



- (b) Design-Build Entity has visited the Site and performed tasks, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Section 00 52 00 (Agreement), Article 5.
- (c) Design-Build Entity has received and examined copies of the following technical specifications on District-provided, Contractor-installed equipment or other items:
  - DDC Controls: Refer to Section 25 5500 Building Management and Control Systems construction specification. This document is posted on the District’s design standards web site.
  - Marble sculptures: No specifications exist for these pieces. However, Contractor may make arrangements to view these pieces, which are stored on site in a building at the northern area of the campus.
- (d) Design-Build Entity has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by District is acceptable to Contractor.

1. In submitting this Bid, Design-Build Entity represents that the value of its bid for the Work of the Contractor Documents reflects a credit for insurance coverage provided by the Owner Controlled Insurance Program.

Design-Build Entity’s signature represents acknowledgement of OCIP credit in Design-Build Entity’s bid	Signature of Bidder
--	---------------------

4. Based on the foregoing, Design-Build Entity proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Proposal Schedule:

**(a) Schedule of Proposal Prices**

All Proposal items must be filled in completely. Proposal items are described in Section 01 10 00 Summary of Work. Quote in numerals only.

Proposal Item	Proposal Item Description	Price
<b>1</b>	<b>Building 12 Swing Space and Modernization</b>	
1a	• Swing Space Preparation	\$
1b	• 1 <sup>st</sup> Floor Tenant Improvement (Fire Science & Admin of Justice)	\$
1c	• 1 <sup>st</sup> Floor Tenant Improvement (Circulation Area)	\$
1d	• 1 <sup>st</sup> Floor Restroom Modernization	\$
<b>2</b>	<b>Building 17 Modernization</b>	
2a	• General Modernization	\$
2b	• Mechanical System Modernization	\$
2c	• Electrical System Modernization	\$
2d	• Telecommunications System Modernization	\$
2e	• Restrooms Modernization	\$
2f	• Interior Courtyard Renovation	\$
2g	• Corridor Ceiling and Lighting Improvements	\$
2h	• Occupied Space Acoustic Improvements	\$
<b>3</b>	<b>Building 15 Modernization</b>	
3a	• General Modernization	\$
3b	• Mechanical System Modernization	\$
3c	• Electrical System Modernization	\$
3d	• Telecommunications System Modernization	\$
3e	• Restrooms Modernization	\$
3f	• Interior Courtyard Renovation	\$
3g	• Corridor Ceiling and Lighting Improvements	\$
3h	• Occupied Space Acoustic Improvements	\$
<b>4</b>	<b>Building 34 Tenant Improvement</b>	
4a	• Concrete Slab Analysis for Fire Apparatus Storage	\$
4b	• Building 34 Improvements	\$
<b>Total Proposed Price</b>		<b>\$</b>

Total Proposed Price (in words): \_\_\_\_\_

**(b) Exceptions to the Request for Proposal**

If Design-Build Entity finds it cannot meet the requirements of the Request for Proposals, the Design-Build Entity may include Exceptions to the Request for Proposals. Exceptions shall be indicated by listing the exception herein below and providing a detailed description of the scope of the exception. The Design-Build Entity shall also submit an Unsolicited Alternate corresponding to the exception indicating the additional cost and/or time extension to remove the Exception. In the event the Design-Build Entity's Exception is to the Contract Time only, indicate the Cost to remove the Exception to the Contract Time. Exceptions to other Contract Terms and the General Conditions shall not be submitted.

<b>Listing of Exceptions to the Request for Proposals (Add rows if needed)</b>	
A.	
B.	
C.	

Provide a description of each Exception on the Exception Form on the following page. (Each Exception requires a separate Exception Form).



<b>Exception Form</b>	
<b>Exception No. (A, B, C, etc.)</b>	
<b>Section(s) of the Request for Proposal to which the Design-Build Entity takes exception</b>	
<b>Description of Exception to the Request for Design-Build Proposals</b>	
<b>Price to remove this Exception to Design-Build Entity's Proposal</b>	\$
	<b>Dollars</b>
<b>Contract Time <i>Extension</i> Required to remove this Exception</b>	<b>Days</b>
<b>Contract Time <i>Reduction</i> Required to remove this Exception</b>	<b>Days</b>

**(c) Unsolicited Alternates to the Request for Proposal**

Design-Build Entity may offer alternates to the requirements of the Request for Proposal or to its Proposal by listing the alternative herein below and providing a detailed description of the scope of the unsolicited alternate on the Unsolicited Alternate Form.

<b>Listing of Unsolicited Alternates to the Request for Proposals (Add rows if needed)</b>	
UA 1	
UA 2	
UA 3	
UA 4	
UA 5	
UA 6	
UA 7	

Provide a description of each Unsolicited Alternate on the Unsolicited Alternate Form on the following page. (Each Unsolicited Alternate requires a separate Unsolicited Alternate Form).

<b>Unsolicited Alternate Form</b>	
<b>Unsolicited Alternate No. (UA 1, UA 2, etc.)</b>	
<b>Section(s) of the Request for Proposal to which the Design-Build Entity offers this Unsolicited Alternate</b>	
<b>Description of Unsolicited Alternate to the Request for Proposals</b>	
<b>Price to add this Unsolicited Alternate to Design-Build Entity's Proposal</b>	\$
	<b>Dollars</b>
<b>Contract Time <i>Extension</i> Required to add this Unsolicited Alternate</b>	<b>Days</b>
<b>Contract Time <i>Reduction</i> Required to add this Unsolicited Alternate</b>	<b>Days</b>

- 5. The undersigned understands that District reserves the right to reject this Proposal, or all Proposals, in its sole discretion.
- 6. If written notice of the acceptance of this Proposal, referred to as the Notice of Award, is mailed or delivered to the undersigned Proposal holder within the time described in Section 2 above or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00 11 19 Request for Proposal including, but not limited to, Document 00 52 00 Agreement, Document 00 61 00 Construction Performance Bond, Document 00 62 00 Construction Labor and Material Bond, and insurance certificates, all within the time and in the manner specified in Document 00 11 19.
- 7. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.
- 8. The undersigned encloses a certified check or cashier’s check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of ten percent (10%) of the total of Fixed Price Proposal plus Owner’s Alternates, and made payable to the “San Mateo County Community College District.”
- 9. The undersigned agrees to commence work under the Contract Documents on the date established by Document 00 71 00 General Conditions and to complete all work within the time specified in Document 00 52 00 Agreement.
- 10. The undersigned agrees that, in accordance with Document 00 71 00 General Conditions, liquidated damages for failure to complete all Work under the Contract Documents within the time specified in Document 00 52 00 Agreement shall be as set forth in Document 00 52 00 Agreement.
- 11. The names of all persons interested in the foregoing Proposal as principals are:

(IMPORTANT NOTICE: If Design-Build Entity or other interested person (including any partner or joint venturer of any partnership or joint venture Design-Build Entity, respectively) is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Design-Build Entity or other interested person is an individual, give first and last names in full).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Licensed in accordance with an act for the registration of Contractors, and with license number:

\_\_\_\_\_.

[Name of Design-Build Entity]

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

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

NOTE: If the Design-Build Entity is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Design-

Build Entity is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. All signer(s) represent and warrant that they are authorized to sign this Proposal on behalf of Design-Build Entity.

Business Address:

---

---

---

Telephone Number:

---

Fax Number:

---

Date of Proposal:

---

END OF DOCUMENT

DOCUMENT 00 43 13

**BOND ACCOMPANYING PROPOSAL**

**KNOW ALL BY THESE PRESENTS:**

That the undersigned [ \_\_\_\_\_ ] as Principal and the undersigned as Surety are held and firmly bound unto SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a public entity ("District") as obligee, in the penal sum of [ \_\_\_\_\_ ] Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, being at least ten percent (10%) of the aggregate amount of said Principal's **total Fixed Price Proposal plus Alternates**, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal [ \_\_\_\_\_ ] is submitting a Proposal for District Bid No. **86597**, College of San Mateo Buildings 12/15/17/34 Modernization Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the proposal submitted by the said Principal [ \_\_\_\_\_ ] be accepted and the contract be awarded to said Principal [ \_\_\_\_\_ ] and said Principal [ \_\_\_\_\_ ] shall within a period of twenty (20) calendar days after such award enter into the contract so awarded, execute Document 00 52 00 Agreement and provide the required Performance Bond, Labor and Material Payment Bond, insurance certificates and all other endorsements, forms and documents required under Document 00 11 19 Request for Proposal, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument

this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

(Corporate Seal)

By

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

(Corporate Seal)

By

\_\_\_\_\_  
Attorney in Fact

END OF DOCUMENT

DOCUMENT 00 43 25

**SUBSTITUTION REQUEST FORM**

**1. Substitution Request Form**

- A. The Form to request Substitutions is attached, 2 pages, and hereby made part of this Section.



## SUBSTITUTION REQUEST FORM

**RFS #** \_\_\_\_\_

<b>PROJECT: College of San Mateo Buildings 12/15/17/34 Modernization Project</b> <b>SMCCCD Project No: 458</b>	<b>D-B ENTITY:</b>
---	--------------------

Substitution Request By:	Firm:
--------------------------	-------

Transmittal Record	Attn:	Firm:	Date Sent:	Date Rec'd:	Date Due:
Contractor to SMCCCD District Representative					
SMCCCD District Representative to Consultant					
Consultant to SMCCCD District Representative					
SMCCCD District Representative to Contractor					

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

Section / Drawing	Article	Specified Item
<b>Proposed Substitution:</b>		

Attach complete technical data, including laboratory tests as applicable.

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

Submitted by: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_ Phone/ Fax: \_\_\_\_\_

Remarks: \_\_\_\_\_



A.	Does the substitution affect dimensions shown on Drawings?
B.	Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?
C.	What effect does the substitution have on other trades?
D.	Will substitution cause change to Project Schedule, or to critical delivery dates? Add ? Shorten ?
E.	Differences between proposed substitution and specified item?
F.	What is the Cost Differential including all mark-ups?
G.	Are Manufacturer's guarantees for the proposed item the same as for item specified? Explain differences.
H.	The undersigned accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution.
I.	The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

**Consultant Response:**

Accepted

Not Accepted

Accepted As Noted

Received Too Late

**District Representative Response:**

Accepted

Not Accepted

Accepted As Noted

Received Too Late

Remarks: \_\_\_\_\_

Remarks: \_\_\_\_\_

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

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

DOCUMENT 00 43 33

**SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS  
TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID**

The undersigned Design-Build Entity represents that, if awarded the Contract, the items of major equipment and materials specified below will be supplied by the manufacturers or suppliers specified below. By so indicating, Design-Build Entity warrants that the equipment and materials manufacturer and/or supplied by the named manufacturer or supplier will be provided on the Project.

Design-Build Entity should modify this form as needed to conform to its Proposal. Fields may be added under each CSI Division as necessary to provide adequate detail of major equipment and material suppliers. If a Division or subdivision is shown but is not relevant to Design-Build Entity’s Proposal, please so indicate by stating “n/a” (not applicable) in lieu of striking the Division or subdivision listing.

When a specific model is known at the time of Proposal, please attach a catalog cut sheet of the item.

**Design-Build Entity:** \_\_\_\_\_

<b>Item</b>	<b>Manufacturer or Supplier</b>	<b>Model Number (if known)</b>
DIVISION 03 – CONCRETE		
DIVISION 04 – MASONRY		
DIVISION 05 – METALS		
DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES		
DIVISION 07 – THERMAL AND MOISTURE PROTECTION		
DIVISION 08 – OPENINGS		
08 10 00 DOORS AND FRAMES		
08 40 00 ENTRANCES, STOREFRONTS, AND CURTAIN WALLS		
08 50 00 WINDOWS		
08 70 00 HARDWARE		
08 80 00 GLAZING		
DIVISION 09 – FINISHES		
09 20 00 PLASTER AND GYPSUM BOARD		
09 30 00 TILING		
09 50 00 CEILINGS		
09 60 00 FLOORING		
09 70 00 WALL FINISHES		
09 80 00 ACOUSTIC TREATMENT		
09 90 00 PAINTING AND COATING		
DIVISION 10 – SPECIALTIES		
10 10 00 INFORMATION SPECIALTIES		
10 20 00 INTERIOR SPECIALTIES		
10 40 00 SAFETY SPECIALTIES		
10 50 00 STORAGE SPECIALTIES		
10 70 00 EXTERIOR SPECIALTIES		
DIVISION 11 – EQUIPMENT		
11 10 00 VEHICLE AND PEDESTRIAN		

EQUIPMENT		
11 80 00 COLLECTION AND DISPOSAL EQUIPMENT		
DIVISION 12 – FURNISHINGS		
12 20 00 WINDOW TREATMENTS		
12 30 00 CASEWORK		
12 90 00 OTHER FURNISHINGS		
DIVISION 13 – SPECIAL CONSTRUCTION		
DIVISION 14 – CONVEYING EQUIPMENT		
DIVISION 21 – FIRE SUPPRESSION		
DIVISION 22 – PLUMBING		
22 10 00 PLUMBING PIPING AND PUMPS		
22 30 00 PLUMBING EQUIPMENT		
22 40 00 PLUMBING FIXTURES		
DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)		
23 20 00 HVAC PIPING AND PUMPS		
23 30 00 HVAC AIR DISTRIBUTION		
23 40 00 HVAC AIR CLEANING DEVICES		
23 50 00 CENTRAL HEATING EQUIPMENT		
23 60 00 CENTRAL COOLING EQUIPMENT		
23 70 00 CENTRAL HVAC EQUIPMENT		
23 80 00 DECENTRALIZED HVAC EQUIPMENT		
DIVISION 25 – INTEGRATED AUTOMATION		
25 30 00 INTEGRATED AUTOMATION INSTRUMENTATION AND TERMINAL DEVICES		
25 50 00 INTEGRATED AUTOMATION FACILITY CONTROLS		
DIVISION 26 – ELECTRICAL		
26 10 00 MEDIUM-VOLTAGE ELECTRICAL DISTRIBUTION		
26 20 00 LOW-VOLTAGE ELECTRICAL TRANSMISSION		
26 30 00 FACILITY ELECTRICAL POWER GENERATING AND STORING EQUIPMENT		
26 40 00 ELECTRICAL AND CATHODIC PROTECTION		
26 50 00 LIGHTING		
DIVISION 27 – COMMUNICATIONS		
27 10 00 STRUCTURED CABLING		
27 20 00 DATA COMMUNICATIONS		
27 30 00 VOICE COMMUNICATIONS		
27 40 00 AUDIO-VIDEO		

COMMUNICATIONS		
27 50 00 DISTRIBUTED COMMUNICATIONS AND MONITORING SYSTEMS		
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY		
28 10 00 ELECTRONIC ACCESS CONTROL AND INTRUSION DETECTION		
28 20 00 ELECTRONIC SURVEILLANCE		
28 30 00 ELECTRONIC DETECTION AND ALARM		
DIVISION 33 – UTILITIES		

Design-Build Entity:

\_\_\_\_\_ Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

END OF DOCUMENT

DOCUMENT 00 43 36

## **SUBCONTRACTORS LIST FORM**

1. **REQUIRED SUBCONTRACTORS LIST FORM.** A subcontractor listing is not required at the time of the submittal of Proposals, but will be required prior to the issuance of a Notice to Proceed for each increment of construction. The successful Design-Build Entity, prior to the issuance of the Notice to Proceed with Construction must submit the names of all subcontractors, and identify the work to be performed by each subcontractor on the Subcontractors List Form located on the following page. This information is required for all subcontractors who will perform any portion of the Work in excess of one-half of one percent (0.5%) of the total Proposal amount, including without limitation labor, design, rendering of services (to include consulting services), or special fabrication or installation of any element relating to the Work or improvement in accordance with the detailed drawings contained in the plans and specifications.

DOCUMENT 00 43 36

**SUBCONTRACTORS AND SUBCONSULTANTS LIST FORM**

Design-Build Entity shall submit this form listing subcontractors no later than thirty (30) days prior to scheduled construction start and prior to Notice to Proceed with Construction, pursuant to Public Contract Code section 4107.

**Use this sheet for Subcontractors on Base Proposal Work required to be listed by law (Repeat page as needed).**

**Construction Increment:** \_\_\_\_\_

Name, address, and telephone number of office of Subcontractor	Type of Work to be Done	License Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

END OF DOCUMENT

DOCUMENT 00 43 45  
 EDUC. CODE § 81704(c)(5); P.C.C. § 22300

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

This Escrow Agreement (“Escrow Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a public entity, hereinafter called (“**District**”), and \_\_\_\_\_ whose place of business is \_\_\_\_\_ hereinafter called (“**Design-Build Entity**”), and **[insert either]** District, as escrow agent **[or]** **[Name of Bank]**, a state or federally chartered bank in the state of California, whose place of business is located at \_\_\_\_\_ (“**Escrow Agent**”). This Escrow Agreement is intended to incorporate the requirements of PCC § 22300.

For the consideration hereinafter set forth, District, Design-Build Entity and Escrow Agent agree as follows:

1. Pursuant to California Education Code, Section 81704(c)(5) and Public Contract Code, Section 22300, Design-Build Entity has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Contract for Bid No. \_\_\_\_\_ entered into between District and Design-Build Entity for the \_\_\_\_\_ Project in the amount of **[Contract Sum]** dated **[Date of Contract]** (the “**Contract**”). Alternatively, on written request of Design-Build Entity, District shall make payments of the retention earnings directly to Escrow Agent. When Design-Build Entity deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Design-Build Entity. Securities shall be held in name of \_\_\_\_\_, and shall designate Design-Build Entity as beneficial owner.
2. District shall make progress payments to Design-Build Entity for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Design-Build Entity until the time that the escrow created under this Escrow Agreement is terminated. Design-Build Entity may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Design-Build Entity shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. Such expenses and payment terms shall be determined by District, Design-Build Entity and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Design-Build Entity and shall be subject to withdrawal by Design-Build Entity at any time and from time to time without notice to District.
6. Design-Build Entity shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Design-

Build Entity.

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

On behalf of District:

On behalf of Design-Build Entity:

James W. Keller  
Executive Vice Chancellor  
or

Kathy Blackwood  
Chief Financial Officer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

3401 CSM Drive  
San Mateo, CA 94402

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address



At the time the Escrow Account is opened, District and Design-Build Entity shall deliver to Escrow Agent a fully executed counterpart of this Agreement.

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

SAN MATEO COUNTY COMMUNITY COLLEGE  
DISTRICT

Design-Build Entity

James W. Keller  
Executive Vice Chancellor  
or  
Kathy Blackwood  
Chief Financial Officer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Escrow Agent

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

END OF DOCUMENT

DOCUMENT 00 45 00

**DESIGN-BUILD ENTITY CERTIFICATIONS  
TO BE EXECUTED BY ALL DESIGN-BUILD ENTITIES AND SUBMITTED WITH PROPOSALS**

**1. CERTIFICATION REGARDING TEAM**

The undersigned Design-Build Entity certifies and affirms to SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a public entity (“**District**”), that if awarded this contract, the Design-Build Entity intends to prosecute the work with the Team identified in its qualification submittal and acknowledges that if there are any substitutions to said Team that are not approved by the District prior to submission of Proposal, they may result in the District’s determination that this Proposal is non-responsive.

**2. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT**

By my signature hereunder, as the Design-Build Entity, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned’s Bid, the Contract will include funds sufficient to allow the Design-Build Entity to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the District will be relying on this certification if it awards the Contract to the undersigned.

**3. CERTIFICATION OF SKILLED LABOR FORCE AVAILABILITY**

By my signature hereunder, as the Design-Build Entity, I certify that the Proposer is a party to an agreement with a registered apprenticeship program, approved by the California Apprenticeship Council, which has graduated apprentices in each of the preceding five years (provided that this graduation requirement shall not apply to programs providing apprenticeship training for any craft that has been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft in the five years prior to enactment of Public Contract Code Section 20133), and that attached hereto is a copy of that agreement, which is true and correct and in full force and effect.

**4. CERTIFICATION OF ACCEPTABLE SAFETY RECORD**

**[Please check and/or complete one of the following]**

\_\_\_\_\_ By my signature hereunder, as the Design-Build Entity, I certify that the Proposer’s experience modification rate for the most current period is 1.25 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or the Proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code.

\_\_\_\_\_ By my signature hereunder, as the Design-Build Entity, except as provided in Appendix 1 – Acceptable Safety Record, consisting of \_\_\_\_\_ pages, attached hereto, I certify that the Proposer’s experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or the Proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code . **Proposer must attach an Appendix 1 - Acceptable Safety Record, identifying and explaining all exceptions to this certification, if this item is checked.**

**5. CERTIFICATION REGARDING MATERIAL CHANGES**

**[Please check and/or complete one of the following]**

\_\_\_\_\_ The undersigned certifies that all information it submitted to the District in connection with the qualification process, including without limitation its Qualification Document, and any modifications, amendments or supplements thereto (“Qualification Information”) remains true and correct in all material respects as of the date of submitting its Proposal.

\_\_\_\_\_ Except as provided on Appendix 2 – Design-Build Entity Material Changes List, consisting of \_\_\_\_\_ pages, attached hereto, the undersigned certifies that all information it submitted to the District in connection with the qualification process, including without limitation its Qualification Document, and any modifications, amendments or supplements thereto (“Statement of Qualification”) remains true and correct in all material respects as of the date of submitting its Proposal. **Proposer must include Appendix 2 – Design-Build Entity Material Changes List with its Proposal if this item is checked.**

Design-Build Entity: \_\_\_\_\_  
[Name of Design-Build Entity]

By: \_\_\_\_\_  
[Signature]

Name: \_\_\_\_\_  
[Printed Name]

Its: \_\_\_\_\_  
[Title]

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

END OF DOCUMENT

DOCUMENT 00 45 19

**NON-COLLUSION AFFIDAVIT**

Public Contract Code § 7106

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY THE DESIGN-BUILD ENTITY AND SUBMITTED WITH THE PROPOSAL**

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF SAN MATEO )

**Principal(s)** \_\_\_\_\_, being first duly sworn, deposes and says that he or she is **Office of Affiant** \_\_\_\_\_ of **Name of DBE** \_\_\_\_\_

\_\_\_\_\_ 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 SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a public entity, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its 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.

Executed under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature of Principal)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Notary Public of the State of \_\_\_\_\_ (Seal)  
In and for the County of \_\_\_\_\_  
My Commission expires \_\_\_\_\_

(If Bidder [including any partner or venturer of a partnership or joint venture Bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

END OF DOCUMENT

DOCUMENT 00 50 00

**NOTICE TO PROCEED WITH DESIGN**

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

TO: **[name of Design-Build Entity]**  
**(Design-Build Entity)**

ADDRESS: **[address]**

PROJECT: College of San Mateo Buildings 12 15 17 34 Modernization Project

Increment: \_\_\_\_\_

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 2009, for the College of San Mateo Buildings 12 15 17 34 Modernization Project. By that date, you are to start performing your design obligations under the Contract Documents. In accordance with Paragraph 3.1 of Document 00 52 00 Agreement, the date of Substantial Completion of [description of project increment] is \_\_\_\_\_, **20XX**, the date of Final Completion is \_\_\_\_\_, **20XX**.

**Before you may start any Work at the site, you must:**

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

SAN MATEO COUNTY COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Michele Rudovsky  
Project Manager

END OF DOCUMENT

DOCUMENT 00 50 01

**NOTICE TO PROCEED WITH CONSTRUCTION**

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

TO: **[name of Design-Build Entity]**  
**(Design-Build Entity)**

ADDRESS: **[address]**

PROJECT: College of San Mateo Buildings 12 15 17 34 Modernization Project  
Increment: \_\_\_\_\_

You are hereby authorized to start performing your construction obligations under the Contract Documents. In accordance with Paragraph 3.1 of Document 00 52 00 Agreement, the date of Substantial Completion of [description of project increment] is \_\_\_\_\_, **20XX**, the date of Final Completion is \_\_\_\_\_, **20XX**.

**Before you may start any Work at the site, you must:**

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

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Michele Rudovsky  
Project Manager

END OF DOCUMENT

**DOCUMENT 00 51 00**

**NOTICE OF AWARD**

Dated \_\_\_\_\_

TO: \_\_\_\_\_

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

**CONTRACT FOR:**

Bid No. 86597  
College of San Mateo Buildings 12/15/17/34 Modernization Project

The Contract Sum of your contract is [PM enter contract award amount in words] [(\$PM enter contract amount in numbers)]

1. Two copies of each of the proposed Contract Documents (except Specifications and Drawings) accompany this Notice of Award. Two sets of Specifications and Drawings will be delivered separately or otherwise made available to you immediately.
2. You must comply with the following conditions by 4:00 p.m. on [\_\_day\_\_\_\_], [\_\_date\_\_\_\_].
  - a. Deliver to District two fully executed counterparts of Section 00 52 00 (Agreement).
  - b. Deliver to District one original Section 00 61 00 (Construction Performance Bond), executed by you and your surety.
  - c. Deliver to District one original Section 00 62 00 (Construction Labor and Material Payment Bond), executed by you and your surety.
  - d. Deliver to District one original set of the insurance certificates with endorsements required under Section 00 71 00 (General Conditions) and Section 00 73 17 (Insurance), along with one original copy of the OCIP Contractor Enrollment Form.
  - e. Deliver to District two original copies of Section 00 65 36 (Guaranty), each executed by you.
  - f. Project Stabilization Agreement Letter of Assent as set forth in Section 01 35 27 (Project Labor Agreement). Submit one original.
3. Failure to comply with these conditions within the time specified will entitle District to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within ten (10) Days after you comply with the conditions in paragraph 2 of this Section 00 51 00, District will return to you one fully signed counterpart of Section 00 52 00 (Agreement) with the Contract Documents.
5. Upon commencement of the Work, you and each of your Subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.
6. Send all of the required above listed items to the Construction Planning Department, 1700 West Hillsdale Blvd, Building 27, San Mateo, California, 94402 to the attention of Michele Rudovsky.

SAN MATEO COUNTY COMMUNITY COLLEGE  
DISTRICT ("District")

BY: \_\_\_\_\_  
Michele Rudovsky  
**Construction Planning Department**

END OF DOCUMENT



DOCUMENT 00 51 01

**NOTICE OF INTENT TO AWARD DESIGN-BUILD CONTRACT**

DATE POSTED: [Month Day, Year]

BID NUMBER: 86597

PROJECT TITLE: College of San Mateo Buildings 12/15/17/34 Modernization Project

Ron Galatolo, the **Chancellor** of the San Mateo County Community College District, intends to recommend to the Board of Trustees of the San Mateo County Community College District on [Month Day, Year] the award of the above-referenced Project to **[Name of Design-build Entity]**.

If approved, a formal Notice of Award will be issued.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

[\_\_\_\_\_] ,

Michele Rudovsky

[\_\_\_\_\_]

**Project Manager**

END OF DOCUMENT

## DOCUMENT 00 52 00

**AGREEMENT  
FOR DESIGN-BUILD SERVICES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between **INSERT NAME OF DESIGN-BUILD ENTITY** whose place of business is at **INSERT DESIGN-BUILD ENTITY'S ADDRESS**, hereinafter called "Design-Build Entity", and SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter called "District".

In consideration of the mutual covenants hereinafter set forth, Design-Build Entity and District agree as follows:

**Article I. Work**

- 1.1 Design-Build Entity shall provide, furnish, and perform all necessary planning, architectural, engineering, and all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, and all other construction services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by District, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing (except that testing to be provided by the District) required for a complete, operational, and fully functional Project, as further described in Section 01 10 00 Summary of Work and Section 01 10 01 Summary of Work - Design Services hereinafter, the all-inclusive obligations of the Design-Build Entity set forth in this sentence shall be referred to as the "Work"; and the term "Project" will be used to describe generally the entirety of the Work to be performed by Design-Build Entity, including all construction activities as described variously throughout this Design-Build Contract). Except with regard to any material to be provided and/or installed by District, Design-Build Entity shall fully commission and turn over a complete, operational, and fully functional Project to District. Without limiting the generality of this Document 00 52 00, Design-Build Entity shall provide the following work and Services:
- 1.2 Design-Build Entity shall prepare complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the complete, operational, and fully functional Project and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required.
- 1.3 Design-Build Entity shall provide, install and complete as specified, and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing (except that testing to be provided by the District), utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including required permanent interconnection for electricity, and any other utilities, and demonstration of fully satisfactory operation of all systems and equipment.
- 1.4 Design-Build Entity shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Design-Build Entity shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.
- 1.5 Design-Build Entity shall obtain, at Design-Build Entity's expense, all governmental and private approvals, licenses, and permits required to complete the Work; provided, however, District will be responsible for

paying the cost of all District-imposed fees. Design-Build Entity shall design and construct complete, operational, and fully functional Project in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of equipment or systems.

- 1.6 Design-Build Entity shall provide a warranty of the length identified in the Contract for this Project.
- 1.7 No construction or alteration of any District facility under the Contract Documents shall commence prior to the receipt of the written approval of the plans and specifications therefore, as to the safety of design and construction, from the District, and as required, from the Division of the State Architect.

## **Article II. District's Project Manager and Representatives**

- 2.1 District may assign all or part of its rights, responsibilities and duties to a District Project Manager or other representative. District shall inform Design-Build Entity in writing of such assignment and the extent of its representative's authority.
- 2.2 All notices or demands to District under the Contract Documents shall be to District's Representative at:

**San Mateo County Community College District**  
**Michele Rudovsky**  
**1700 West Hillsdale Blvd., Building 27, San Mateo, CA 94402**  
**Telephone: 650-378 7353 Fax: 650-358-6764**  
[rudovskym@smccd.edu](mailto:rudovskym@smccd.edu)

or to such other person(s) and address(es) as District shall provide to Design-Build Entity.

## **Article III. Contract Time and Liquidated Damages**

- 3.1 Design-Build Entity shall complete the Work within the Milestone Schedule in Appendix A, hereby made part of this Agreement.
- 3.2 Liquidated Damages.  
 District and Design-Build Entity recognize that time is of the essence with regard to this Agreement and that District will suffer financial loss in the form of lost revenues, contract administration expenses (including project management and consultants' expenses), delay and loss of public use, if the Work is not completed within the time specified in paragraph 3.1 above plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Paragraph 1.15 of Document 00 71 00 General Conditions, Design-Build Entity and District agree that because of the complexity of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by District caused by a delay in completion of the Work.

Accordingly, District and Design-Build Entity agree that Design-Build Entity shall pay the District liquidated damages in the event that Design-Build Entity fails to meet any agreed upon deadline in the manner described below:

- 3.2.1 If Design-Build Entity shall fail to achieve Substantial Completion of its Work in Building 12 (Swing Space for Offices) by the date (or dates) specified in Appendix A regarding the achievement of identified Construction Milestones, Design-Build Entity shall pay District liquidated damages, at the daily rate of Five Hundred Dollars (\$500) per day for each day Design-Build Entity exceeds the Substantial Completion Date; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Substantial Completion of the portion of the Work subject to the agreed upon Milestone.
- 3.2.2 If Design-Build Entity shall fail to achieve Substantial Completion of its Work in Building 15 by the date (or dates) specified in Appendix A regarding the achievement of identified Construction

- Milestones, Design-Build Entity shall pay District liquidated damages, at the daily rate of Five Hundred Dollars (\$500) per day for each day Design-Build Entity exceeds the Substantial Completion Date; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Substantial Completion of the portion of the Work subject to the agreed upon Milestone.
- 3.2.3 If Design-Build Entity shall fail to achieve Substantial Completion of its Work in Building 17 by the date (or dates) specified in Appendix A regarding the achievement of identified Construction Milestones, Design-Build Entity shall pay District liquidated damages, at the daily rate of Five Hundred Dollars (\$500) per day for each day Design-Build Entity exceeds the Substantial Completion Date; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Substantial Completion of the portion of the Work subject to the agreed upon Milestone.
- 3.2.4 If Design-Build Entity shall fail to achieve Substantial Completion of its Work in Building 12 (Permanent Tenant Improvements for Fire Science, Administration of Justice) by the date (or dates) specified in Appendix A regarding the achievement of identified Construction Milestones, Design-Build Entity shall pay District liquidated damages, at the daily rate of Five Hundred Dollars (\$500) per day for each day Design-Build Entity exceeds the Substantial Completion Date; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Substantial Completion of the portion of the Work subject to the agreed upon Milestone.
- 3.2.5 If Design-Build Entity shall fail to achieve Substantial Completion of its Work in Building 34 by the date (or dates) specified in Appendix A regarding the achievement of identified Construction Milestones, Design-Build Entity shall pay District liquidated damages, at the daily rate of Two Hundred Dollars (\$200) per day for each day Design-Build Entity exceeds the Substantial Completion Date; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Substantial Completion of the portion of the Work subject to the agreed upon Milestone.
- 3.2.6 If Design-Build Entity shall fail to achieve Final Completion of the Work for Buildings 12 Swing, 15, 17, 12 Tenant Improvements by the date so specified in these Contract Documents, Design-Build Entity shall pay District liquidated damages, at the daily rate of Two Hundred Fifty Dollars (\$250) per day for each day Design-Build Entity exceeds the Final Completion Date; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Final Completion of the Work in accordance with these Contract Documents.
- 3.2.7 If Design-Build Entity shall fail to achieve Final Completion of the Work for Building 34 by the date so specified in these Contract Documents, Design-Build Entity shall pay District liquidated damages, at the daily rate of One Hundred Fifty Dollars (\$150) per day for each day Design-Build Entity exceeds the Final Completion Date; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Final Completion of the Work in accordance with these Contract Documents.

These measures of liquidated damages shall apply cumulatively, if applicable, and shall be presumed to be, except as provided in Document 00 71 00 (General Conditions), paragraph 15.E the damages suffered by District resulting from delay in completion of the Project.

#### **Article IV. Contract Sum**

- 4.1 District shall pay the Design-Build Entity the Contract Sum of **[enter the contract sum amount in words] (\$enter the contract sum in numbers)** for completion of Work in accordance with the Contract Documents.
- 4.2 The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Design-Build Entity, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Design-Build Entity's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

4.3

**Article V. Design-Build Entity's Representations and Warranties**

As inducement for District to enter into this Agreement, Design-Build Entity makes the following representations and warranties:

- 5.1 Design-Build Entity has visited the Site and has observed the nature and extent of the Work, Site, locality, actual conditions, as-built conditions, and all local conditions; and has reviewed all federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design-Build Entity and safety precautions and programs incident thereto.
- 5.2 Design-Build Entity has performed due diligence to fully understand the Scope of Work and the conditions associated with the Work. Design-Build Entity has made all reasonable efforts to locate all reports, surveys or other documents reflecting exploration and testing of subsurface conditions; and has reviewed all known as-built drawings, drawings or reports showing physical conditions, including Underground Facilities, which are identified in the Request for Proposal; and has examined all Geotechnical Data and Existing Conditions, including those that may be apparent at the Site. The District has obtained and provided to the Design-Build Entity a Geotechnical Investigation of the proposed Project Site. The Design-Build Entity may utilize and rely upon information on subsurface conditions furnished by the District, unless specifically excluded in the Request for Proposal.
- 5.3 Design-Build Entity has obtained and reviewed all such examinations, investigations, explorations, tests, reports and studies referred to in Paragraph 5.2 of this Document 00 52 00 that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or that otherwise may affect the cost, progress, performance or furnishing of Work, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00 71 00 General Conditions.
- 5.4 Design-Build Entity has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Design-Build Entity has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by District is acceptable to Design-Build Entity.
- 5.6 Design-Build Entity is duly organized, existing and in good standing under applicable state law, and is duly qualified and licensed (for every business, trade or profession) to conduct business in the State of California.
- 5.7 Design-Build Entity has duly authorized the execution, delivery and performance of this Agreement, the Contract Documents, and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Build Entity.
- 5.8 Prior to the District's Issuance of a Notice to Proceed with Construction, the Design-Build Entity will list all Subcontractors performing Work pursuant to the Subcontractor Listing requirements of California Public Contracting Code Section 4104 on Document 00 43 36 Subcontractors List Form and provide a copy thereof to District.

**Article VI. Contract Documents**

- 6.1 The Contract Documents consist of the following documents, including all changes, addenda and modifications thereto, which comprise the entire agreement between District and Design-Build Entity

concerning the Work:

Design-Build Entity's Proposal, Dated DATE  
 Document 00 41 00 Proposal Form, Dated DATE  
 Document 00 43 25 Substitution Request Form  
 Document 00 43 45 Escrow Agreement for Security Deposit in Lieu of Retention  
 Document 00 51 00 Notice of Award  
 Document 00 52 00 Agreement  
 Document 00 55 00 Notice(s) to Proceed with Design  
 Document 00 55 01 Notice(s) to Proceed with Construction  
 Document 00 61 00 Construction Performance Bond  
 Document 00 62 00 Construction Labor and Material Payment Bond  
 Document 00 65 36 Guaranty  
 Document 00 71 00 General Conditions  
 Document 00 73 00 Supplemental General Conditions  
 Document 00 73 17 Owner Controlled Insurance Program  
 Document 00 73 37 Apprenticeship Program  
 Document 00 91 00 Addenda  
 Division One Specifications  
 Final approved Construction Documents (as provided in Section 01 10 01)  
 (At the time of award, any additional documents will be listed).

- 6.2 The documents submitted in the Proposal may include proposed revisions to the Scope of Work, in the form of Exceptions to the RFP, Owner Requested Alternates, Voluntary Alternates, or Clarifications. The District retains its right to accept Alternates subsequent to executing the Agreement in accordance with the terms set forth in the Request for Proposal.
- 6.3 There are no Contract Documents except those expressly listed in this Document 00 52 00, Article VI. Document 00 31 19 (Geotechnical Data and Existing Conditions), Document 00 21 26 (Hazardous Materials Surveys), and the information supplied through these documents, are not Contract Documents. Contract Documents may only be amended, modified or supplemented as provided in Document 00 71 00 General Conditions.

#### **Article VII. Miscellaneous**

- 7.1 Except where clearly defined in this Document 00 52 00, the terms used in this Agreement are defined in Document 00 71 00 General Conditions and Section 01 42 00 References and Definitions, and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance shall any individual person, signing this Agreement for or on behalf of District, or acting as an employee or representative of District, be deemed individually liable in any way under this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Design-Build Entity shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing requirements of California Public Contracting Code Section 4107.
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Design-Build Entity or subcontractor irrevocably offers and agrees to assign to the awarding body 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 Section 16700) of Part 2 of

Division 7 of the Business and Professions Code), arising from purchases 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 District tenders final payment to the Design-Build Entity, without further acknowledgment by the parties.

- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations. This information is of public record and can be reviewed at the website of the California Department of Industrial Relations ([www.dir.ca.gov/](http://www.dir.ca.gov/)). Pursuant to Section 1861 of the Labor Code, Design-Build Entity represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design-Build Entity shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of San Mateo, County of San Mateo, State of California, and shall be governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of San Mateo. Contractor accepts the claims procedure in Document 00 71 00, Article 12, as established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 7.9 District shall have the right to review all phases of Design-Build Entity's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review, approval and other action shall not relieve Design-Build Entity of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District's interests in monitoring and accepting the design as developed and issued by the Design-Build Entity, to the extent consistent with these Contract Documents. Design-Build Entity's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date noted below.

“District”

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a public entity

By: \_\_\_\_\_  
James W. Keller,  
Executive Vice Chancellor

\_\_\_\_\_  
Date

“Design-Build Entity”

\_\_\_\_\_  
Name of Design-Build Entity

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT A**

**MILESTONE SCHEDULE**

Milestone Event	Latest Date for Completion of Milestone
<b>Building 12 Swing Space</b>	
100% Schematic Design/Design Development	TBD - DBE to propose
100% Construction Documents	TBD - DBE to propose
Substantial Completion of Construction	TBD - DBE to propose
Final Completion of Construction	TBD - DBE to propose
<b>Building 15</b>	
100% Schematic Design/Design Development	TBD - DBE to propose
100% Construction Documents	TBD - DBE to propose
Substantial Completion of Construction	TBD - DBE to propose
Final Completion of Construction	TBD - DBE to propose
<b>Building 17</b>	
100% Schematic Design/Design Development	TBD - DBE to propose
100% Construction Documents	TBD - DBE to propose
Substantial Completion of Construction	TBD - DBE to propose
Final Completion of Construction	TBD - DBE to propose
<b>Building 12 Tenant Improvements</b>	
100% Schematic Design	TBD - DBE to propose
100% Design Development	TBD - DBE to propose
100% Construction Documents	TBD - DBE to propose
Substantial Completion of Construction	TBD - DBE to propose
Final Completion of Construction	TBD - DBE to propose
<b>Building 34</b>	
100% Schematic Design	TBD - DBE to propose
100% Design Development	TBD - DBE to propose
100% Construction Documents	TBD - DBE to propose
Substantial Completion of Construction	TBD - DBE to propose
Final Completion of Construction	TBD - DBE to propose

END OF DOCUMENT

DOCUMENT 00 61 00

**CONSTRUCTION PERFORMANCE BOND**

This Construction Performance Bond ("**Bond**") is dated \_\_\_\_\_, is in the penal sum of \_\_\_\_\_, and is entered into by and between the parties listed below to ensure the faithful performance of the Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to \_\_\_\_\_ ("**Design-Build Entity**"), \_\_\_\_\_ ("**Surety**"), SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT ("**District**") or other party shall be considered plural where applicable.

DESIGN-BUILD ENTITY:

SURETY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Place of Business

College of San Mateo Building 12/15/17/34 Modernization Project  
Bid No. 86597

At San Mateo, California, dated \_\_\_\_\_, 2009 in the amount of \$ [\_\_\_\_\_]

DESIGN-BUILD ENTITY AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

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

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

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

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

**BOND TERMS AND CONDITIONS**

1. The Design-Build Entity and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the complete and proper performance of the Contract, which is incorporated herein by reference.
2. If the Design-Build Entity completely and properly performs all of its obligations under the Contract, the Surety and the Design-Build Entity shall have no obligation under this Bond.
3. If there is no District Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 District has declared a Design-Build Entity Default under the Contract pursuant to the terms of the Contract; and
  - 3.2 District has agreed to pay the Balance of the Contract Sum to:
    - 3.2.1 The Surety in accordance with the terms of this Bond and the Contract; or

- 3.2.2 To a Design-Build Entity selected to perform the Contract in accordance with the terms of this Bond and the Contract.
4. When District has satisfied the conditions of Paragraph 3, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions:
- 4.1 Arrange for the Design-Build Entity, with consent of District, to perform and complete the Contract (but District may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
- 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; provided, that Surety may not select Design-Build Entity or any of its members as its agent or independent contractor without District's consent; or
- 4.3 Obtain bids from qualified Design-Build Entities acceptable to District for a contract for performance and completion of the Contract, and, upon determination by District of the lowest responsible bidder, arrange for a contract to be prepared for execution by District and the Design-Build Entity selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract; and, if the Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then the Surety shall pay to District the amount of such excess; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Design-Build Entity and with reasonable promptness under the circumstances, and, after investigation and consultation with District, determine in good faith the amount for which it may then be liable to District under Paragraph 6, below, for the performance and completion of the Contract and, as soon as practicable after the amount is determined, tender payment therefor to District with full explanation of the payment's calculation. If District accepts the Surety's tender under this paragraph 4.4, District may still hold Surety liable for future damages then unknown or unliquidated resulting from the Design-Build Entity Default. If District disputes the amount of Surety's tender under this paragraph 4.4, District may exercise all remedies available to it at law to enforce the Surety's liability under paragraph 6, below.
5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from District to the Surety demanding that the Surety perform its obligations under this Bond. At all times District shall be entitled to enforce any remedy available to District at law or under the Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or Design-Build Entities.
6. The Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Design-Build Entity under the Contract. The Surety's obligations shall include, but are not limited to:
- 6.1 The responsibilities of the Design-Build Entity under the Contract for completion of the Contract and correction of defective work;
- 6.2 The responsibilities of the Design-Build Entity under the Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Contract, actual damages caused by non-performance of the Contract, including but not limited to, all valid and proper back-charges, offsets, payments, indemnities, or other damages;
- 6.3 Additional legal, design professional and delay costs resulting from the Design-Build Entity Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.

7. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, alteration or addition to the Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The Surety consents to all terms of the Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between District and the Design-Build Entity regarding the Contract, or in the courts of the County of San Mateo, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to the Surety, District or the Design-Build Entity shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
  - 12.1 Balance of the Contract Sum: The total amount payable by District to the Design-Build Entity pursuant to the terms of the Contract after all proper adjustments have been made under the Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Contract.
  - 12.2 Contract: The agreement between District and the Design-Build Entity identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Design-Build Entity Default: Material failure of the Design-Build Entity, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract, including but not limited to, the provisions of Paragraph 1.13.G of Document 00700 General Conditions.
  - 12.4 District Default: Material failure of District, which has neither been remedied nor waived, to pay the Design-Build Entity progress payments due under the Contract or to perform other material terms of the Contract, if such failure is the cause of the asserted Design-Build Entity Default and is sufficient to justify Design-Build Entity termination of the Contract.

END OF DOCUMENT

DOCUMENT 00 62 00

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

This Construction Labor and Material Payment Bond (“**Bond**”) is dated \_\_\_\_\_, is in the penal sum of \_\_\_\_\_, and is entered into by and between the parties listed below to ensure the payment of claimants under the Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to \_\_\_\_\_ (“**Design-Build Entity**”), \_\_\_\_\_ (“**Surety**”), SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT (“**District**”) or other party shall be considered plural where applicable.

DESIGN-BUILD ENTITY: \_\_\_\_\_ SURETY: \_\_\_\_\_  
Name Name

\_\_\_\_\_ \_\_\_\_\_  
Address Principal Place of Business  
College of San Mateo Buildings 12/15/17/34 Modernization Project  
Bid No. 86597

At San Mateo, California

DATED \_\_\_\_\_, 2009 in the amount of \$ [ \_\_\_\_\_ ]

DESIGN-BUILD ENTITY AS PRINCIPAL SURETY  
Company: (Corp. Seal) Company: (Corp. Seal)  
Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name and Title: Name and Title:

**BOND TERMS AND CONDITIONS**

- 1. Design-Build Entity and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
- 2. With respect to District, this obligation shall be null and void if Design-Build Entity:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless District from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided District has promptly notified Design-Build Entity and Surety (at the address described in Paragraph 10) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Design-Build Entity and Surety, and provided there is no District Default.
- 3. With respect to Claimants, this obligation shall be null and void if Design-Build Entity promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. However, if Design-Build Entity or its subcontractors fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Design-Build Entity or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay

for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Design-Build Entity under the Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Design-Build Entity and Surety under this Bond.
7. District shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. Notice to Surety, District or Design-Build Entity shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, District or Design-Build Entity, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Design-Build Entity shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
  - 13.1 Claimant: An individual or entity having a direct contract with this Design-Build Entity or with a subcontractor of Design-Build Entity to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of Design-Build Entity and Design-Build Entity's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
  - 13.2 Contract: The agreement between District and Design-Build Entity identified on the signature page, including all Contract Documents and changes thereto.
  - 13.3 District Default: Material failure of District, which has neither been remedied nor waived, to pay Design-Build Entity as required by the Contract, provided that failure is the cause of the failure of Design-Build Entity to pay the Claimants and is sufficient to justify termination of the Contract.

END OF DOCUMENT

## DOCUMENT 00 65 36

**GUARANTY**

TO THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT for design and construction of  
**College of San Mateo Building 12/15/17/34 Modernization Project**

By signing below, Design-Build Entity hereby warrants and guaranties to District all construction performed on this Project, including all material and equipment incorporated therein, as set forth below:

1. Pursuant to this Document 00 65 36, Design-Build Entity agrees to unconditionally guaranty the quality and adequacy of all of Work provided under this Contract including, without limitation, all labor, materials and equipment provided by Design-Build Entity and its Subcontractors (of all tiers) in connection with the Work. The Guaranty provided hereunder shall become effective on the first day following District's issuance of a written Notice of Final Completion of the Project; or where applicable, the Guaranty shall become effective on the first day following District's issuance of a written Notice of Completion of a specifically defined Phase of the Project; or on such other date as may be specified elsewhere in the Contract Documents; and once effective, the Guaranty shall remain operative and shall bind Design-Builder as further described herein for a period of one (1) year.
2. The District and Design-Build Entity agree that in light of the anticipated duration of this Project, it is proper and reasonable to create a mechanism to trigger the start-date of Design-Build Entity's Guaranty so that the Guaranty may become effective in stages as the Project proceeds through various Phases of completion. It is therefore understood that if the terms of this Contract provide for the division of the Work into agreed-upon Phases, with each specific Phase having a distinct schedule and completion date associated therewith; that pursuant to this Document 00630, Design-Build Entity may issue multiple Guaranties, each associated with the completion of a specific Phase of the Project. Each such Guaranty issued pursuant to the terms of this Document 00 65 36 shall be individual and distinct from, and shall operate independently from any other Guaranty issued hereunder. It is agreed that any such Guaranty shall apply only to that Work (or Phase of Work) for which the Notice of Completion has been issued. Each such Guaranty shall become effective and shall remain effective for a one (1) year period following completion of the specified Phase of the Work, as described more fully herein. its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Design-Build Entity and its Subcontractors of all tiers in connection with the Work.
3. Neither final payment nor use or occupancy of the Work performed by the Design-Build Entity shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Design-Build Entity of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Design-Build Entity shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Completion.
4. If within one year after the date of Completion of the Work (or the Phase of the Work), or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Design-Build Entity shall promptly, without cost to District and in accordance with District's written instructions, correct such defective Work. Design-Build Entity shall remove any defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct, or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Build Entity fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective Work corrected or the rejected Work removed and replaced. Design-Build Entity shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design-Build Entity fails to correct defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.
5. Inspection of the Work shall not relieve Design-Build Entity of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Design-Build Entity shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

6. All abbreviations and definitions of terms used in this Guaranty shall have the meanings set forth in the Contract Documents, including without limitation Section 01 42 00 (References and Definitions). This Guaranty is in addition to any other warranties of Design-Build Entity contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Design-Build Entity under the Contract Documents and at law with respect to Design-Build Entity's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Design-Build Entity under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Design-Build Entity.

\_\_\_\_\_  
Design-Build Entity's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Date

END OF DOCUMENT



DOCUMENT 00 65 73

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

This Agreement and Partial Release of Claims (“**Agreement and Release**”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a public entity (“**District**”), and \_\_\_\_\_, whose place of business is at \_\_\_\_\_ hereinafter called “**Design-Build Entity**”.

**RECITALS**

- 1. District and Design-Build Entity entered into a Contract for Bid No. \_\_\_\_\_ in the County of San Mateo, State of California.
- 2. The Work associated with Phase \_\_\_\_ as set forth in the Contract has been completed.

Now, therefore, it is mutually agreed between District and Design-Build Entity as follows:

**AGREEMENT**

- 3. Design-Build Entity will not be assessed Liquidated Damages with regard to Phase \_\_\_\_ except as detailed below:

Original Contract Sum for Phase \_\_ \$ \_\_\_\_\_

Modified Contract Sum for Phase \_\_ \$ \_\_\_\_\_

Payment to Date for Phase \_\_ \$ \_\_\_\_\_

Liquidated Damages for Phase \_\_ \$ \_\_\_\_\_

Payment Due Design-Build Entity for Phase \_\_ \$ \_\_\_\_\_

- 4. Subject to the provisions of this Agreement and Release, District shall forthwith pay to Design-Build Entity the sum of [ \_\_\_\_\_ ] Dollars and [ \_\_\_\_\_ ] Cents (\$[ \_\_\_\_\_ ]) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with District as of the date of such payment.

- 5. Design-Build Entity acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of Work for Phase \_\_ under the Contract, except for the claims described in Paragraph 6, and continuing obligations described in Paragraph 8, below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Design-Build Entity against District and all of its agents, employees, inspectors, assignees and transferees with regard to the Work performed under the Contract for Phase \_\_, except for the Disputed Claims set forth in Paragraph 6, and continuing obligations described in Paragraph 8, below.

- 6. The following claims submitted under Document 00 71 00, Article 1.12 are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:

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

**[Insert information, including attachment if necessary]**

- 7. Consistent with California Public Contract Code, Section 7100, Design-Build Entity hereby agrees that, in consideration of the payment set forth in Paragraph 4, above, Design-Build Entity hereby releases and forever discharges District and all of its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with regard to the Work performed under the Contract for Phase \_\_\_.
- 8. Guarantees and warranties for the Work for Phase \_\_\_, and any other continuing obligation of Design-Build Entity, shall remain in full force and effect as specified in the Contract Documents.
- 9. Design-Build Entity shall immediately defend, indemnify and hold harmless District and all of its agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Design-Build Entity’s suppliers and/or subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, with regard to the Work performed under the Contract for Phase \_\_\_, except for the Disputed Claims set forth in Paragraph 6, above.
- 10. Design-Build Entity hereby waives the provisions of California Civil Code, Section 1542 which provides as follows:  
  

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
- 11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
- 12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

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

SAN MATEO COUNTY COMMUNITY COLLEGE  
DISTRICT

DESIGN-BUILD ENTITY

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

END OF DOCUMENT

DOCUMENT 00 65 74
AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

This Agreement and Partial Release of Claims ("Agreement and Release"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a public entity ("District"), and \_\_\_\_\_, whose place of business is at \_\_\_\_\_ hereinafter called "Design-Build Entity".

RECITALS

- 1. District and Design-Build Entity entered into a Contract for Bid No. \_\_\_\_\_ in the County of San Mateo, State of California.
2. The Work as set forth in the Contract has been completed.

Now, therefore, it is mutually agreed between District and Design-Build Entity as follows:

AGREEMENT

- 3. Design-Build Entity will not be assessed Liquidated Damages except as detailed below:

Original Contract Sum \$ \_\_\_\_\_
Modified Contract Sum \$ \_\_\_\_\_
Payment to Date \$ \_\_\_\_\_
Liquidated Damages \$ \_\_\_\_\_
Payment Due Design-Build Entity \$ \_\_\_\_\_

- 4. Subject to the provisions of this Agreement and Release, District shall forthwith pay to Design-Build Entity the sum of [ \_\_\_\_\_ ] Dollars and [ \_\_\_\_\_ ] Cents (\$[ \_\_\_\_\_ ]) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with District as of the date of such payment.
5. Design-Build Entity acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of Work under the Contract, except for the claims described in Paragraph 6, and continuing obligations described in Paragraph 8, below.
6. The following claims submitted under Document 00 71 00, Article 1.12 are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Claim No. Date Submitted Description of Claim Amount of Claim

[Insert information, including attachment if necessary]

- 7. Consistent with California Public Contract Code, Section 7100, Design-Build Entity hereby agrees that, in consideration of the payment set forth in Paragraph 4, above, Design-Build Entity hereby releases and forever discharges District and all of its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
- 8. Guarantees and warranties for the Work, and any other continuing obligation of Design-Build Entity, shall remain in full force and effect as specified in the Contract Documents.
- 9. Design-Build Entity shall immediately defend, indemnify and hold harmless District and all of its agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Design-Build Entity's suppliers and/or subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 6, above.
- 10. Design-Build Entity hereby waives the provisions of California Civil Code, Section 1542 which provides as follows:  
  

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
- 11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
- 12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

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

SAN MATEO COUNTY COMMUNITY COLLEGE  
DISTRICT

DESIGN-BUILD ENTITY

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

END OF DOCUMENT

**GENERAL CONDITIONS  
(Design-Build)**

TABLE OF CONTENTS

1. GENERAL..... 1

    A. Documents ..... 1

    B. Exercise of Contract Responsibilities ..... 1

    C. Defined Terms ..... 1

    D. Description Of Work ..... 1

    E. All-Inclusive Design Build Obligation ..... 1

2. PROPOSAL PERIOD INVESTIGATIONS AND SUBCONTRACTORS..... 3

    A. Investigation Prior To Proposing ..... 3

    B. Supplied Information on Underground Existing Conditions ..... 4

    C. Supplied Information on Above Ground Existing Conditions..... 5

    D. Subcontractors ..... 5

3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK ..... 6

    A. Time Allowances For Performance Of Contract Documents ..... 6

    B. Commencement Of Work ..... 6

4. BONDS AND INSURANCE..... 6

    A. Bonds ..... 6

    B. Insurance..... 6

5. BRIDGING DOCUMENTS ..... 6

    A. Intent..... 6

    B. Drawing Details and Specification Descriptions ..... 7

    C. Interpretation of Bridging Documents ..... 7

    D. Checking of Drawings ..... 7

    E. Standards to Apply Where Specifications are not Furnished..... 8

    F. Deviation from Specifications and Drawings ..... 8

    G. Precedence Of Documents..... 8

- H. Ownership And Use Of Drawings, Specifications And Contract Documents ..... 9
- I. Shop Drawings And Submittals To Be Furnished By Design-Build Entity In Addition To Completed Design Drawings..... 19
- 6. CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS ..... 9
  - A. District’s Right To Perform Construction And To Award Separate Contracts..... 9
  - B. Mutual Responsibility ..... 9
  - C. District Authority Over Coordination..... 10
- 7. DISTRICT AND PAYMENT..... 10
  - A. District Representative(s) ..... 10
  - B. Means and Methods of Construction ..... 11
  - C. Receipt and Processing of Applications for Payment..... 11
- 8. CONTROL OF THE WORK..... 11
  - A. Subcontractors ..... 11
  - B. Supervision of Work by Design-Build Entity..... 11
  - C. Observation of Work by District..... 11
  - D. Access To Work ..... 12
- 9. DESIGN-BUILD ENTITY’S WARRANTY, GUARANTY, AND INSPECTION OF WORK ..... 12
  - A. Warranty And Guaranty..... 12
  - B. Inspection Of Work ..... 13
  - C. Correction Of Defective Work..... 15
  - D. Acceptance And Correction Of Defective Work By District..... 16
  - E. Rights Upon Inspection Or Correction ..... 16
  - F. Samples And Tests Of Materials And Work ..... 17
  - G. Proof Of Compliance Of Contract Provisions ..... 17
  - H. Acceptance..... 17
- 10. DESIGN-BUILD ENTITY’S ORGANIZATION AND EQUIPMENT ..... 17
  - A. Design-Build Entity’s Legal Address ..... 17
  - B. Design-Build Entity’s Office At The Work Site..... 17

- C. Design-Build Entity’s Superintendents Or Forepersons ..... 17
- D. Proficiency In English ..... 18
- E. Site Decorum: Design-Build Entity’s And Subcontractors’ Employees..... 18
- F. Design-Build Entity To List Trades Working..... 18
- G. Design-Build Entity’s Use Of The Site ..... 18
- 11. PROSECUTION AND PROGRESS OF THE WORK ..... 18
  - A. Design-Build Entity to Submit Required Schedules ..... 18
  - B. Design-Build Entity to Submit Submittals and Shop Drawings ..... 19
  - C. Cost Data ..... 20
  - D. Design-Build Entity To Supply Sufficient Workers And Materials ..... 20
  - E. Design-Build Entity to Locate Underground Facilities. .... 21
  - F. Design-Build Entity to Protect Underground Facilities. .... 21
  - G. Design-Build Entity to Not Disrupt District Operation. .... 22
- 12. CLAIMS BY DESIGN-BUILD ENTITY/NON-JUDICIAL SETTLEMENT PROCEDURE..... 22
  - A. Scope ..... 22
  - B. Procedure ..... 23
  - C. Claim Format ..... 24
  - D. Mediation..... 24
  - E. Subcontractor Claims..... 25
  - F. Waiver. .... 25
- 13. LEGAL AND MISCELLANEOUS..... 25
  - A. Laws And Regulations..... 25
  - B. Permits And Taxes..... 25
  - C. Responsibility Of Design-Build Entity And Indemnification..... 26
  - D. Suspension Of Work..... 26
  - E. Termination Of Contract For Cause ..... 27
  - F. Termination Of Contract For Convenience ..... 28
  - G. Contingent Assignment Of Subcontracts..... 30

- H. Remedies and Contract Integration..... 30
- I. Patents..... 31
- J. Substitution For Patented And Specified Articles ..... 31
- K. Interest Of Public Officers..... 31
- L. Limit Of Liability ..... 31
- M. Severability..... 32
- N. Ownership Of Results/Works For Hire..... 32
- 14. MODIFICATIONS OF CONTRACT DOCUMENTS..... 32
  - A. Alterations, Modifications And Force Account Work..... 32
  - B. Entitlement to Change Of Contract Time ..... 33
  - C. Notice Of Delay..... 34
  - D. Non-Compensable Time Extensions; Adverse Weather Parameters ..... 34
  - E. Compensable Time Extensions..... 35
  - F. Liquidated Damages ..... 35
  - G. Differing Site Conditions..... 36
  - H. Change Orders Related to Underground Facilities. .... 37
- 15. WORKING CONDITIONS AND PREVAILING WAGES ..... 37
  - A. Use Of Site/Sanitary Rules ..... 37
  - B. Protection Of Work, Persons, Property And Operations ..... 38
  - C. Responsibility For Safety And Health ..... 39
  - D. Emergencies..... 39
  - E. Use Of Roadways And Walkways..... 39
  - F. Nondiscrimination ..... 39
  - G. Prevailing Wages..... 39
  - H. Environmental Controls..... 40
  - I. Shoring Safety Plan ..... 41



## GENERAL CONDITIONS

### 1. GENERAL

#### A. Documents

Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Architect/Engineer or any District Representative and Design-Build Entity; (2) District and/or its representatives and (except as provided in Article 13 below) a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than District and Design-Build Entity.

#### B. Exercise of Contract Responsibilities

In exercising its responsibilities and authorities under the Contract Documents, District does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Design-Build Entity, Design-Build Entity's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Architect/Engineer nor any District Representative assume any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assume any duty of care to Design-Build Entity or any Subcontractor, sub-Subcontractor or suppliers.

#### C. Defined Terms

Administration of design and construction shall include the following delineations of responsibilities pursuant to Part 1, Title 24, California Code of Regulations. Design-Build Entity shall perform as required under Section 4-343, including, but not limited to submitting verified reports per sections 4-336 and 4-343. All abbreviations and definitions of terms used and not otherwise defined in this Document 00 71 00 are set forth in Section 01 42 00 (References and Definitions). This Document 00 71 00 subdivides at first level into Articles, then into paragraphs, and then into subparagraphs.

#### D. Description Of Work

1. Design-Build Entity shall provide a complete, operable and maintainable Project in accordance with the Contract Documents, including providing, furnishing, and performing all Services and providing and furnishing all necessary supplies, housing, materials and equipment, and all necessary supervision, labor, and services required for the engineering, design, procurement, quality assurance and inspection, construction, installation, startup, checkout, testing, site cleanup and for the training of District's personnel, all in conformity with the requirements, legal requirements, criteria, performance guarantees, and warranties set forth in the Contract Documents, for a complete and fully operable Project in full conformance with Contract requirements. The signature and seal of a licensed engineer(s) or architect(s) shall be obtained as necessary for compliance with the legal requirements.

#### E. All-Inclusive Design Build Obligation

1. Without limiting the generality of paragraph 1.D hereof, Design-Build Entity shall provide, at a minimum, the following Services and materials and equipment as further specified and described in Section 01 10 00 (Summary of Work) and Section 01 10 01 (Summary of Work - Design Services) provided, however, that these sections shall not be construed in any way to limit Design-Build Entity's obligations hereunder to design, engineer, furnish, construct, checkout, startup, and (except as otherwise provided in the Contract Documents) test a complete, operable and maintainable Project in accordance with the provisions of the Contract Documents.
2. Design-Build Entity shall provide all engineering services and design, which will set forth in detail with specifications, drawings and requirements for the procurement of the materials and equipment and for the construction of the entire Project. Design-Build Entity shall furnish the services of all personnel, including supervisors, engineers, designers and draftsmen necessary for the preparation of all Drawings and Specifications required for the Work. The design shall include all architectural, civil, structural, mechanical, electrical, instrumentation and control work.
3. Design-Build Entity shall provide all equipment and materials and furnish the services of all supervision, buyers, inspectors, expeditors, and other personnel necessary to procure all materials and equipment for the construction of the Project. Design-Build Entity shall provide, install, complete and

pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction utilities (including all water, power and sanitary facilities), transportation (including road or other infrastructure and improvements on and off the Site), customs clearance, quality assurance, and other facilities and services (including any temporary or consumable materials, water, fuels, and electricity necessary for the proper execution and completion of the Work, including any of the utilities, as required). Design-Build Entity shall maintain all materials and equipment in accordance with manufacturer's requirements while such materials and equipment are in transit or care and custody of the Design-Build Entity. Without limiting the generality of the foregoing, Design-Build Entity shall provide any and all construction required for the temporary upgrading of any public or private road which is inadequate for the performance of the Work, temporarily relocate any interference in public or private roadways necessary for the transportation of equipment and materials, and repair all excessive damage to, or deterioration (other than fair wear and tear) of, any public or private road which arises out of the performance of the Work.

4. Design-Build Entity shall supervise and direct the Work, and shall furnish the services of all supervisors, foremen, skilled and unskilled labor, and all other personnel in sufficient quantities and with sufficient skills necessary to perform the Services in accordance with the Contract Documents. At District's request, Design-Build Entity shall replace, at Design-Build Entity's expense, any individual if it is determined by District and Design-Build Entity that such individual's continued presence would jeopardize the quality or timely completion of the Work. Whenever required by applicable laws or the Contract Documents, Design-Build Entity shall employ licensed personnel as necessary to perform engineering, design, architectural, or other professional services in the performance of the Work.
5. All such professional services shall be performed with the degree of care, skill, and responsibility customary among such licensed personnel that specialize in work similar to the Work of this Contract. Design-Build Entity shall be responsible for all labor relations matters relative to the Work on the Site and shall at all times use all reasonable efforts to maintain harmony among all workers employed in connection with the Work on the Site. Design-Build Entity shall adopt and implement reasonable policies and practices designed to avoid work stoppage, slow downs, disputes and strikes.
6. Design-Build Entity shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract Documents, and District shall not be responsible for or exercise any control over the actions or omissions of Design-Build Entity, any supplier, or any of their employees or agents performing any of the Work or Design-Build Entity's warranty obligations. Design-Build Entity shall prosecute the Work continuously and diligently and complete the Work in accordance with all requirements of the Contract Documents.
7. Design-Build Entity shall coordinate ingress and egress to and from the Site so as to minimize disruption to the Work and to traffic in the vicinity of the Site.
8. Design-Build Entity shall be responsible for the layout of the Work and shall perform all necessary surveying during the construction of the Projects. The accuracy of all grades, elevations, alignments, and plumbing of any structures and the location of all facilities described in the final plans and specifications shall be the responsibility of the Design-Build Entity. Design-Build Entity shall preserve all permanent survey construction monuments and benchmarks. Prior to the final completion date, Design-Build Entity shall accurately correct all Project documents to as-built conditions and deliver to District these as-built documents in accordance with the Contract Documents. Such documents shall show the location of the Project and shall show all related easements, improvement, utilities and rights of way above and below ground, on and off the Site, as of the date of delivery of such documents. Such documents shall also show the dimensions and the distances to the nearest benchmarks.
9. Design-Build Entity shall provide appropriate installation and startup representatives from suppliers of major equipment and control systems, all necessary supervising personnel, all equipment, tools, construction and temporary material, and all labor for checkout, startup and testing. Design-Build Entity shall be responsible for checkout, startup and testing of the Project and shall carry out those activities in accordance with all applicable codes and legal requirements, startup and checkout requirements and procedures as set forth in the Contract Documents.
10. Except for safety and warning signs, Design-Build Entity shall not install any signs on the Site without the express written consent of District.
11. Design-Build Entity shall be responsible for Site security until Final Completion, or termination of the Work. Such security shall include, to the extent reasonably necessary, barriers, lighting, controlled

- access, and other measures required to prevent vandalism, theft, and danger to personnel, the Project, materials and equipment.
12. Design-Build Entity shall prepare or cause to be prepared and shall furnish to District all drawing logs, drawings, manufacturer's drawings and data, supplier manuals and operating manuals in accordance with the Contract Documents.
  13. Design-Build Entity shall ensure that District and its representatives shall, at all times, have access to the Project for all purposes. In order to allow District and its representatives to be present, Design-Build Entity shall give District at least three (3) days advance notice of any system or equipment checkout or testing. If District desires access to any places where work is being performed or from which materials and equipment are being obtained, Design-Build Entity shall provide or arrange reasonable access thereto and shall provide District reasonable advanced notice of any factory tests or other off site tests. Design-Build Entity shall maintain the Site in a safe condition to permit District and any person authorized in writing by District to inspect and review all field work during working hours, including materials and equipment, installation, calibration, startup and testing.
  14. As part of the procurement of equipment, Design-Build Entity shall provide to District a list of recommended operating spare parts, which list shall include all relevant costs and ordering lead time information with terms and conditions. If requested, Design-Build Entity shall procure such operating spare parts from Suppliers, as requested by District, on behalf of District. The cost of such operating spare parts shall be covered by change order.
  15. When any equipment or portion of the Work is damaged, Design-Build Entity shall inform District as soon as possible and provide District a damage report detailing such occurrence, any required repairs, and the estimated duration of such repairs.
  16. Design-Build Entity shall provide to District all tests and measurements, laboratory analyses, and reports made or prepared in connection with the Work.
  17. Design-Build Entity shall communicate and coordinate with DSA regarding Project-related matters, including without limitation Drawings, Specifications, inspections and Change Orders, sufficiently and at such necessary times to permit DSA to respond in a timely manner, taking into account DSA's customary response times. Design-Build Entity shall be solely responsible for any delays or increased costs due to late DSA action resulting from Design-Build Entity's insufficient or untimely communication.

## **2. PROPOSAL PERIOD INVESTIGATIONS AND SUBCONTRACTORS**

### **A. Investigation Prior To Proposing**

1. Prior to submitting its Proposal, Design-Build Entity must investigate fully the Work of the Contract. Design-Build Entity must visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions, and all other information made available for preparing Proposals. Design-Build Entity's investigation shall include, but is not limited to, a thorough examination of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, available for Bidding purposes, of physical conditions, including Underground Facilities and information identified in Document 00 31 19 (Geotechnical Data and Existing Conditions) and/or Document 00 21 26 (Hazardous Materials Surveys) (if used), or which may appear in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Design-Build Entity and safety precautions and programs incident thereto. Design-Build Entity shall completely and thoroughly correlate all such information and consider such information fully, prior to and as a condition of submitting its Proposal. Design-Build Entity shall make inquiry as required in Document 00 31 19 (Geotechnical Data and Existing Conditions.).
2. Prior to submitting its Proposal, Design-Build Entity shall take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Design-Build Entity shall carefully consider all supplied information, request additional information Design-Build Entity may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation,

the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site.)

3. 3. Prior to submitting its Proposal, Design-Build Entity must correlate its experience, knowledge and the results of its required investigation with the terms and conditions of the Contract Documents, and must give District prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it may discover in or among the Contract Documents, as-built drawings (if any) and/or actual conditions. Design-Build Entity shall give this notice during the Proposal period and submission of a Proposal indicates Design-Build Entity's agreement that District responded to the notice through Addenda issued by District which is acceptable to Design-Build Entity.
4. Prior to submitting its Proposal, Design-Build Entity must consider fully the fact that information supplied regarding existing Underground Facilities at or contiguous to the Site is in many cases based on information furnished to District by others (e.g., the builders of such Underground Facilities or others), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Design-Build Entity must also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.
5. Prior to submitting its Proposal, Design-Build Entity shall conduct (or request that District have conducted) any such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Design-Build Entity and safety precautions and programs incident thereto or which Design-Build Entity deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.
6. Prior to submitting its Proposal, Design-Build Entity may rely on District supplied information regarding existing conditions only where such conditions are underground and not subject to reasonable verification. If existing information supplied by District indicates a discrepancy or a substantial risk of inaccuracy or omission, then Design-Build Entity must request specific additional information. Design-Build Entity shall advise District in writing during the Proposal period of any questions, suppositions, inferences or deductions Design-Build Entity may have, for District's review and response by Addenda, and may not assert any such matters later that were not brought forth during the Proposal period.
7. During performance of the Contract, Design-Build Entity will be charged with knowledge of all information that it should have learned in performing this required pre-Proposal investigation, and shall not be entitled to change orders (time or compensation) due to information or conditions that Design-Build Entity should have known as a part of this pre-Proposal investigation.

**B. Supplied Information on Underground Existing Conditions**

1. Regarding Underground Facilities shown in the Contract Documents or supplied through Document 00 31 19 (Geotechnical Data and Existing Conditions), District has compiled this information in good faith, relying on its records and third party records. Because of the nature and location of District and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. In Article 14 of this Document 00 71 00, this Contract establishes a heightened standard for claims involving Underground Facilities. Design-Build Entity shall consider this fact in its Proposal and in its planning and execution of the Work involving Underground Facilities.
2. Regarding subsurface conditions other than Underground Facilities, shown on the Contract Documents or supplied in Document 00 31 19 (Geotechnical Data and Existing Conditions), Design-Build Entity may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. District is not responsible for the completeness of any subsurface condition information for preparing its Proposal, design or construction, Design-Build Entity's conclusions or opinions drawn from any subsurface condition

information, or subsurface conditions that are not specifically shown. (For example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

**C. Supplied Information on Above Ground Existing Conditions**

1. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied through Document 00 31 19 (Geotechnical Data and Existing Conditions), such information has been compiled in good faith, however, Design-Build Entity must independently verify such information. District does not expressly or impliedly warrant or represent that information as to aboveground conditions or as-built conditions indicated in the Contract Documents or Document 00 31 19, is correctly shown or indicated, or otherwise complete for construction purposes.
2. As a condition to submitting its Proposal, Design-Build Entity shall verify by independent investigation all such aboveground and as-built conditions, and bring any discrepancies to District's attention through written question. In submitting its Proposal, Design-Build Entity shall rely on the results of its own independent investigation and shall not rely on District-supplied information regarding aboveground conditions and as-built conditions, and Design-Build Entity shall accept full responsibility for its verification work sufficient to complete the Work as intended.

**D. Subcontractors**

1. All subcontracts that were not listed by the Design-Build Entity in its Proposal shall be awarded by the Design-Build Entity in accordance with the Contract Documents.
2. Design-Build Entity shall, at a minimum, do all of the following:
  - a. Provide public notice of the availability of work to be subcontracted.
  - b. Provide a fixed date and time on which the subcontracted work will be awarded.
3. In a contract between Design-Build Entity and a Subcontractor, and in a contract between a Subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the Contract Documents. If Design-Build Entity provides written notice to any Subcontractor who is not a member of Design-Build Entity, prior to or at the time the Subcontractor's bid is requested, that a bond may be required and the Subcontractor subsequently is unable or refuses to furnish a bond to Design-Build Entity, then Design-Build Entity may withhold retention proceeds in excess of the percentage specified in the Contract Documents from any payment made by Design-Build Entity to the Subcontractor.
4. All Subcontractors bidding on subcontracts shall be afforded the protections contained in Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code. Additionally, without limiting the foregoing, without District's written approval, Design-Build Entity shall not substitute any other person or firm in place of any Subcontractor (whether to perform Work at the Site, Services, or otherwise) listed in the Proposal, or substitute any key personnel identified in Design-Build Entity's Statement of Qualifications. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other person or entity without District's written approval. At District's request, Design-Build Entity shall provide District with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.
5. Subcontract agreements shall preserve and protect the rights of District under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Design-Build Entity shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Design-Build Entity all the obligations and responsibilities that Design-Build Entity assumes toward District under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Design-Build Entity is subject under the Contract Documents.)
6. Design-Build Entity shall provide for the assignment to District of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guaranties relating to the Work performed by the Subcontractor under the Contract Documents.
7. District shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project, and each such agreement shall so provide.

**3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK****A. Time Allowances For Performance Of Contract Documents**

1. When Design-Build Entity and District have signed the Contract Documents, District will serve a Notice to Proceed upon Design-Build Entity to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Design-Build Entity at legal address or (at District's option) by delivery by other means authorized for notices under the Contract Documents at legal address.
2. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed. If no date is indicated, the start date for Contract Time shall be the fifth Day from the date that Design-Build Entity receives, by hand or overnight delivery or facsimile transmission, District's written Notice to Proceed, unless the Notice to Proceed is served by mail only, in which case the start date for Contract Time shall be the fifth Day following the mailing date.
3. The total number of Days for completion of the Work under the Contract Documents shall be as provided in Document 00 52 00 (Agreement).

**B. Commencement Of Work**

1. The Contract Time will commence to run on the 30<sup>th</sup> Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. District may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Design-Build Entity shall not do any Work at the Site prior to the date on which the Contract Time commences to run or prior to receiving a Notice to Proceed with Construction..

**4. BONDS AND INSURANCE****A. Bonds**

1. When notified by the District that Design-Build Entity has been awarded the contract, Design-Build Entity shall, within ten (10) days, file with the District the following bonds:
  - a. Corporate surety bond, in the form of Document 00 61 00 (Construction Performance Bond), in the penal sum of 100% of the Design-Build Entity's Proposal as accepted, to guaranty faithful performance of the Work; and
  - b. Corporate surety bond, in the form of Document 00 62 00 (Construction Labor and Material Payment Bond), in the penal sum of 100% of the Design-Build Entity's Proposal as accepted, to guaranty payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.
2. Sureties shall be satisfactory to District. Corporate sureties on these bonds and on bonds accompanying Proposals shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of A-IX or better.

**B. Insurance**

See Documents 00 73 16 (Design-Build Entity Provided Insurance Program) and 00 73 17 (Owner Controlled Insurance Program), incorporated herein by this reference.

**5. BRIDGING DOCUMENTS****A. Intent**

1. Bridging Documents are intended to describe a functionally complete and operable Project (and all parts thereof) to be designed and constructed in accordance with the requirements of Contract Documents. Design-Build Entity shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Design-Build Entity shall interpret words or phrases used to describe work (including services), materials or equipment, that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards, including without limitation Title 24 of the

California Code of Regulations. The Division and Sections of the Bridging Document Specifications and the identification on any Bridging Document Drawings shall not control the Design-Build Entity in dividing the Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

2. As part of the “Work,” Design-Build Entity shall provide all design services by licensed professionals, labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Bridging Documents. Divisions and Specification Sections and the identification on any Drawings shall not control Design-Build Entity in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
3. Design-Build Entity shall perform reasonably implied parts of Work as “incidental work” although absent from Bridging Documents. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Bridging Documents or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Design-Build Entity shall perform incidental work without extra cost to District. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Proposal and Contract Sum.

#### **B. Drawing Details and Specification Descriptions**

1. The Bridging Documents are the Bridging Documents issued by District with the Request for Proposal to pre-qualified Design-Build Entities. Bridging Documents were prepared by District to establish the design intent and the minimum requirements for the quality and type of materials to be used in the project. Bridging Documents and any addenda will be used to confirm that Design-Build Entity-prepared Schematic Design Phase documents, Design Development Documents and Construction Documents are in conformance with the design intent and the minimum requirements for the quality and type of materials to be used in the Project.
2. Design-Build Entity has full “turnkey” responsibility to deliver the fully functional, operational Project described in Section 01 10 00 as referenced in the Contract Documents.

#### **C. Interpretation of Bridging Documents**

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Bridging Documents, or should Design-Build Entity have any questions or requests relating to Bridging Documents, Design-Build Entity shall refer the matter to District, in writing. District will issue with reasonable promptness written responses, clarifications or interpretations as District may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Design-Build Entity. If Design-Build Entity believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Design-Build Entity shall give District prompt written notice as provided in Section 01 26 00 (Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Design-Build Entity shall perform the Work in conformance with District’s response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12 of this Document 00 71 00.

#### **D. Checking of Drawings**

Before undertaking each part of Work, Design-Build Entity shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Design-Build Entity shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Design-Build Entity shall not scale measurements. Design-Build Entity shall promptly report to District, with copies to the Inspector, in writing, any conflict, error, ambiguity or discrepancy that Design-Build Entity may discover. Design-Build Entity shall obtain a written interpretation or clarification from District before proceeding with any Work affected thereby. Design-

Build Entity shall provide District and Inspector with a follow-up correspondence every ten days until it receives a satisfactory interpretation or clarification.

**E. Standards to Apply Where Specifications are not Furnished**

1. As set forth in Part 1, Title 24, California Code of Regulations, no modification or deviation from the Contract Documents will be permitted. Design-Build Entity must perform design and construction Work in strict accordance with Contract Documents. Design-Build Entity shall review drawings and specifications developed by its subconsultants and design-build subcontractors under this Contract for compliance with the Contract Documents prior to submission to and approval by DSA. No order for any alteration, modification or extra which shall increase or decrease the cost of Work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing, and the order signed by the Design-Build Entity, and certified by the authorized officer representing District. As appropriate, Change Orders changing the approved drawings and technical specifications are subject to approval by the DSA under the procedures prescribed in Section 4-338, Part 1, Title 24, California Code of Regulations.
2. District may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in location, lines or grades for Work under any item of Contract. No extra payment in addition to unit price fixed in Contract for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made in accordance with Article 14 of this Document 00 71 00.

**F. Deviation from Specifications and Drawings**

1. Design-Build Entity shall perform Work in accordance with the Bridging Documents, and approved Drawings and Specifications. Design-Build Entity may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon District's advance written approval of the proposed deviation.
2. District may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made as set forth in Article 14 of this Document 00 71 00.

**G. Precedence Of Documents**

1. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
  - a. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
  - b. Document 00 52 00 (Agreement), and terms and conditions referenced therein;
  - c. Document 00 73 00 (Supplementary Conditions) and any other Supplementary Conditions;
  - d. Document 00 71 00 (General Conditions);
  - e. Division 1 Specifications;
  - f. Division 2 through 60 Specifications;
  - g. Drawings;
  - h. Written numbers over figures, unless obviously incorrect;
  - i. Figured dimensions over scaled dimensions;
  - j. Large-scale Drawings over small-scale Drawings.
2. Any conflict between Drawings and Division 2 through 60 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.



3. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
4. In the event the Specifications include divisions above Division 60 (e.g., Division 60 and above), then such divisions shall be included within the Contract Documents unless identified otherwise.
5. Any conflict between Bridging Documents and Construction Documents will be resolved in favor of whichever provides the greatest quality, performance and protection to District.

**H. Ownership And Use Of Drawings, Specifications And Contract Documents**

1. Drawings and Specifications prepared under this Contract were prepared for use for Work of Contract Documents only. No part of the Design-Build Entity's drawings and specifications or of any other Contract Documents shall be used for any other construction or for any other purpose except with the written consent of District.
2. Any unauthorized use of said documents is prohibited. Consistent with Education Code Section 17316, any interest (including copyright interests) of Design-Build Entity or its contractors or sub-consultants (together, "Sub-consultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Design-Build Entity or its Sub-consultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under the Contract Documents shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Design-Build Entity or its Sub-consultants under this Agreement are not works for hire under U.S. law, Design-Build Entity hereby assigns to District all copyrights to such works. With District's prior written approval, Design-Build Entity may retain and use copies of such works for reference and as documentation of experience and capabilities. Design-Build Entity shall, however, retain the copyright in its standard details, and grants District an unlimited license to use such details for the purposes stated in the Contract Documents. Should District desire to reuse any of the items specified above and not use the services of Design-Build Entity, then the District agrees to assume any and all obligations for their reuse and, if applicable, process the same through the DSA, and District releases Design-Build Entity and its Sub-consultants from liability associated with the reuse.

**6. CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS**

**A. District's Right To Perform Construction And To Award Separate Contracts**

District may perform with its own forces, construction or operations related to the Project. District may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Design-Build Entity" in these Contract Documents shall mean the Design-Build Entity herein.

**B. Mutual Responsibility**

1. Design-Build Entity shall afford all other contractors, utility owners and District (if District is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Design-Build Entity shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.
2. Design-Build Entity shall coordinate its Work with the work of other separate contractors, District, and utility owners. Design-Build Entity shall hold coordination meetings with other contractors, District and its representatives, and utility owners as required by Section 01 31 19 (Project Meetings).
3. Unless otherwise provided in the Contract Documents, Design-Build Entity shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Build Entity shall not endanger any work of other separate contractors, District or utility owners by cutting, excavating or otherwise altering their

work and will only cut or alter their work with the written consent of District and the others whose work will be affected.

4. Design-Build Entity's duties and responsibilities under Article 6 of this Document 00 71 00 are for the benefit of District and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Design-Build Entity in the direct contracts between District and such other contractors and utility owners.
5. To the extent that any part of Design-Build Entity's Work is to interface with work performed or installed by other contractors or utility owners, Design-Build Entity shall inspect and measure the in-place work. Design-Build Entity shall promptly report to District in writing any defect in in-place work that will impede or increase the cost of Design-Build Entity's interface unless corrected. District will require the contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Design-Build Entity fails to measure, inspect and/or report to District in writing defects that are reasonably discoverable, Design-Build Entity shall bear all costs of accomplishing the interface acceptable to District. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

**C. District Authority Over Coordination**

1. District will have authority over coordination of the activities of multiple contractors in cases where District performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. District may at any time and in its sole discretion, designate a person or entity other than District to have authority over the coordination of the activities among the various contractors. District's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Design-Build Entity of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in paragraph 6.B of this Document 00 71 00. Design-Build Entity shall promptly notify District in writing when another Design-Build Entity on the Project fails to coordinate its work with the Work of Contract Documents.
2. Design-Build Entity shall suspend any part of the Work or carry on the same in such manner as directed by District when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Design-Build Entity will be allowed if the suspension or Work change is due in whole or in part to Design-Build Entity's failure to perform its obligation to coordinate its Work with other contractors and utility owners. Damages or claims will be allowed only to the extent of fault by District if the suspension or Work change is due in whole or in part to another Design-Build Entity's failure to coordinate its work with Design-Build Entity, other contractors, and utility owners. District reserves the right to back charge Design-Build Entity for any damages or claims incurred by other contractors as a result of Design-Build Entity's failure to perform its obligations to coordinate with other contractors and utility owners. District may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures and Design-Build Entity releases District of further liability regarding such funds.

**7. DISTRICT AND PAYMENT**

**A. District Representative(s)**

District Representative(s) will have limited authority to act on behalf of District as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by District, District will issue all communications to Design-Build Entity through District Representative, and Design-Build Entity shall issue all communications to District through District Representative in a written document delivered to District. Should any direct communications between Design-Build Entity and District's consultants, architects or Architect/Engineers not identified in Article 2 of Document 00 52 00 (Agreement) occur during field visits or by telephone, Design-Build Entity shall immediately confirm them in a written document copied to District.

**B. Means and Methods of Construction**

Subject to those rights specifically reserved in the Contract Documents, District will not supervise, or direct, or have control over, or be responsible for, Design-Build Entity's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Design-Build Entity's failure to comply with laws and regulations applicable to the furnishing or performance of Work. District will not be responsible for Design-Build Entity's failure to perform or furnish the Work in accordance with Contract Documents.

**C. Receipt and Processing of Applications for Payment**

As required by Section 01 29 00 (Payments and Completion), Design-Build Entity shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. District will review Design-Build Entity's Applications for Payment and District will and make payment thereon, and Design-Build Entity shall make payments to Subcontractors, suppliers and others, as required by Section 01 29 00.

**8. CONTROL OF THE WORK****A. Subcontractors**

Design-Build Entity is fully responsible for Design-Build Entity's own acts and omissions. Design-Build Entity is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Design-Build Entity.

**B. Supervision of Work by Design-Build Entity**

1. During construction, reconstruction, repair, alteration of or addition to any school building, the DSA, as provided by the Field Act, sections 39140 -39159 and sections 81130 - 81147 of the Education Code, shall make such inspection as in its judgment is necessary or proper for enforcement of the Act, and the protection of the safety of pupils, teachers and the public. If at any time as the Work progresses, prior to the issuance of the certificate of compliance, it shall be found that modifications or changes are necessary to secure safety or to comply with code requirements, District or DSA may provide notice of the necessity for such modifications or changes, and Design-Build Entity shall perform all necessary modifications and changes. Additionally, if District or DSA finds that any construction work is being performed in a manner contrary to the provisions of Title 24, California Code of Regulations that would compromise the structural integrity of any building, and issues a stop work order, Design-Build Entity shall comply with the stop work order as required by law. Refer to sections 4-334 and 4-334.1, Part 1, Title 24, California Code of Regulations.
2. Design-Build Entity shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Design-Build Entity shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Design-Build Entity shall be responsible to see that the completed Work complies accurately with Contract Documents.
3. Design-Build Entity shall designate and keep on the Site at all times during Work progress a competent resident Superintendent or Project Manager, who, once designated, shall not be replaced without District's express written consent. The Superintendent or Project Manager shall be Design-Build Entity's representative at the Site and shall have complete authority to act on behalf of Design-Build Entity. All communications to and from the Superintendent or Project Manager shall be as binding as if given to or by Design-Build Entity.

**C. Observation of Work by District**

1. Work shall be performed under District's general observation and administration. Design-Build Entity shall comply with District's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Design-Build Entity of any obligations or liabilities under the Contract Documents. District's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

2. District may engage an independent consultant or Architect/Engineer (collectively for purposes of this paragraph 8.C, "Consultant") to assist in administering the Work. If so engaged, Consultant will advise and consult with District, but will have authority to act on behalf of District only to extent provided in the Contract Documents or as set forth in writing by District. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Design-Build Entity, Subcontractors or their agents or employees, or any other persons performing Work.
3. Consultant may review Design-Build Entity's submittals, such as Design Development Documents, Construction Documents, Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work, Bridging Documents, and with information given in the Contract Documents.
4. Consultant may conduct inspections to recommend to District the dates that Design-Build Entity has achieved Substantial Completion and Final Acceptance, and will receive and forward to District for review written warranties and related documents required by Contract Documents.

**D. Access To Work**

1. During performance of Work, District and its agents, officers, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Design-Build Entity shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as District's interests may require. Other contractors performing work for District may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Design-Build Entity shall have sole care, custody, and control of the Site and its Work areas.
2. District may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the for the purpose of installing any necessary work by District labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, District shall endeavor not to interfere with Design-Build Entity and Design-Build Entity shall not interfere with other work being done by or on behalf of District.
3. If, prior to completion and final acceptance of all the Work, District takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Design-Build Entity), then, while District is in possession of the same, Design-Build Entity shall be relieved of liability for loss or damage to such structure other than that resulting from the Design-Build Entity's fault or negligence. Such taking of possession by District shall not relieve the Design-Build Entity from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility. See also Section 01 10 00 (Summary).
4. If, following installation of any equipment or facilities furnished by Design-Build Entity, defects requiring correction by Design-Build Entity are found, District shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to District.

**9. DESIGN-BUILD ENTITY'S WARRANTY, GUARANTY, AND INSPECTION OF WORK**

**A. Warranty And Guaranty**

1. General Representations and Warranties: Design-Build Entity represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with section 4-341, 4-343 and 4-344 of Part 1, Title 24, California Code of Regulations and terms of Contract Documents. Design-Build Entity warrants that all design and construction services shall be performed in accordance with generally accepted professional standards of good and sound design and construction practices and all requirements of Contract Documents. Design-Build Entity warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind

for its intended use, and free from defects in design, architecture and/or engineering, materials, construction and workmanship. Design-Build Entity warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Bridging Documents and all descriptions set forth therein, and all other requirements of Contract Documents. Design-Build Entity shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

2. **Extended Guaranties:** Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Design-Build Entity expressly agrees to act as co-guarantor of such equipment and materials and shall supply District with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
3. **Environmental and Toxics Warranty:** The covenants, warranties and representations contained in this subparagraph are effective continuously during Design-Build Entity's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Design-Build Entity covenants, warrants and represents to District that:
  - a. To Design-Build Entity's knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Design-Build Entity's construction thereof. If any lead or asbestos-containing materials were discovered, Design-Build Entity made immediate written disclosure to District.
  - b. To Design-Build Entity's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Design-Build Entity's construction thereof.
  - c. To Design-Build Entity's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Design-Build Entity's construction thereof. If any such materials were discovered, Design-Build Entity made immediate written disclosure to District.
  - d. Design-Build Entity's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Design-Build Entity claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Design-Build Entity has not complied. If there are any such notices with which Design-Build Entity has complied, Design-Build Entity shall provide District with copies thereof.

**B. Inspection Of Work**

1. Design-Build Entity acknowledges DSA inspection requirements, frequency, protocols and practices, applicable to this Project, and shall schedule, coordinate, plan and execute the Work consistent with all such practices.
2. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by District, its agents, representatives or independent contractors retained by District to perform inspection services, or governmental agencies with jurisdictional interests. Design-Build Entity shall provide them proper and safe conditions for such access and advise them of Design-Build Entity's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, District shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
3. Design-Build Entity shall give District a minimum of two business days notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

4. District will hire through separate contract, a DSA-certified Inspector of Record for this Project, and a Special Inspection and Materials Testing Laboratory. Upon advance notice per subparagraph 9.B.2 above, District will endeavor to schedule required inspections, but if resources are not available, Design-Build Entity may need to reschedule the Work at no additional cost to the District.
5. In the event that a scheduled inspection is canceled in less than 24 hours notice by Design-Build Entity and the District incurs costs associated with the cancellation, Design-Build Entity will reimburse District for the actual costs of the canceled inspections. The amount will be deducted from payment owed Design-Build Entity.
6. If applicable laws or regulations of any public body (other than DSA) having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Design-Build Entity shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish District with the required certificates of inspection, or approval. District will pay the cost of initial testing and Design-Build Entity shall pay all costs in connection with any follow-up or additional testing. Design-Build Entity shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Design-Build Entity's purchase thereof for incorporation in the Work.
7. If Design-Build Entity covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of District, Design-Build Entity shall uncover the Work at District's request. Design-Build Entity shall bear the expense of uncovering Work and replacing Work.
8. In any case where Design-Build Entity covers Work contrary to District's request, Design-Build Entity shall uncover Work for District's observation or inspection at District's request. Design-Build Entity shall bear the cost of uncovering Work.
9. Whenever required by District, Design-Build Entity shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Design-Build Entity. If Work is found to be satisfactory, District, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.
10. District shall select testing agencies approved by DSA to conduct required tests and inspections for the Project. A list of required structural tests and inspections prepared by Design-Build Entity's and approved by the DSA shall be provided to the designated testing agency, District's representative and Inspector prior to the start of construction. Refer to section 4-335(a), Part 1, Title 24, California Code of Regulations, provided that notwithstanding section 4-335(a) Design-Build Entity may not waive any tests without District consent.
11. The testing agency shall forward the test results to DSA, Design-Build Entity, District and the Project Inspector within 14 days of the date of the test. The testing agency shall forward to the Division of the State Architect a verified report covering all the tests required to be made by that agency during the progress of the Project.
12. Inspection of the Work by or on behalf of District, or District's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Design-Build Entity shall have an absolute duty, in the absence of a written Change Order signed by District, to perform Work in conformance with the Contract Documents.
13. Any inspection, evaluation, or test performed by or on behalf of District relating to the Work is solely for the benefit of District, and shall not be relied upon by Design-Build Entity. Design-Build Entity shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by District, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Design-Build Entity shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

**C. Correction Of Defective Work**

1. Design-Build Entity shall correct Defective Work promptly upon knowledge of it. If Design-Build Entity fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, District may order Design-Build Entity to replace any Defective Work, or stop any portion of Work to permit District (at Design-Build Entity's expense) to replace such Defective Work. These District rights are entirely discretionary on the part of District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Design-Build Entity or any other party.
2. District may direct Design-Build Entity to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Design-Build Entity shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Design-Build Entity, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Design-Build Entity disagrees with District's calculations, it may make a claim as provided in Article 12 of this Document 00 71 00. (District's exercise of its rights under this paragraph 9.C shall be entirely discretionary and, like all other District rights and remedies under the Contract Documents, in addition to any other rights and remedies it may have under the Contract Documents or by law.
3. Correction period:
  - a. With respect to equipment and machinery supplied by Design-Build Entity and incorporated into the Work, if within one year after the date of Final Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Final Completion, one year after District's written acceptance of such equipment), or such longer period as may be prescribed by laws or regulations, or by the terms of the Contract Documents, any equipment or machinery is found to be defective, Design-Build Entity shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.
  - b. With respect to structures within the scope of Work, if within one year after the date of Final Acceptance of the Work, or the portion or Phase of the Work as provided in these Contract Documents, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Design-Build Entity shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.
  - c. Design-Build Entity shall remove any Defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Build Entity fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the Defective Work corrected or the rejected Work removed and replaced.
  - d. Design-Build Entity shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design-Build Entity fails to correct Defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.
4. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or as provided by elsewhere in these Contract Documents.
5. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been removed and replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such removal and replacement has been satisfactorily completed.

6. If following installation of any equipment, machinery, or facilities furnished by Design-Build Entity, defects requiring correction by Design-Build Entity are found, District shall have the right to operate such defective equipment or facilities and make reasonable use thereof until the equipment, machinery, or facilities can be shut down for correction of defects without causing injury to District.

**D. Acceptance And Correction Of Defective Work By District**

1. District may accept Defective Work. Design-Build Entity shall pay all claims, costs, losses and damages attributable to District's evaluation of and determination to accept such Defective Work. If District accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Design-Build Entity, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Design-Build Entity disagrees with District's calculations, Design-Build Entity may make a claim as provided in Article 12 of this Document 00 71 00. If District accepts any Defective Work after final payment, Design-Build Entity shall pay to District, an appropriate amount as determined by District.
2. District may correct and remedy deficiency if, after fifteen Days' written notice to Design-Build Entity (or lesser notice if the deficiency poses a direct danger to persons or property at or about the Site or if required to comply with any DSA requirement), Design-Build Entity fails to correct Defective Work or to remove and replace rejected Work in accordance with paragraph 9.C of this Document 00 71 00; or provide a plan for correction of Defective Work acceptable to District; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, District may, to the extent reasonably necessary: exclude Design-Build Entity from, and take possession of, all or part of the Site and Work and suspend Design-Build Entity's Work related thereto; take possession of all or part of Design-Build Entity's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which District has paid Design-Build Entity but which are stored elsewhere. Design-Build Entity shall allow District, its representatives, agents, employees, and other contractors and District's consultants access to the Site to enable District to exercise the rights and remedies under this paragraph. Design-Build Entity shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by District in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Design-Build Entity, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Design-Build Entity disagrees with District's calculations, Design-Build Entity may make a claim as provided in Article 12 of this Document 00 71 00.
3. District's decisions to accept Defective Work or correct Defective Work are subject to approval of DSA, and all other requirements of Title 24, California Code of Regulations.

**E. Rights Upon Inspection Or Correction**

1. Design-Build Entity shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by District of its rights and remedies under this Article 9. Where District exercises its rights under this Article 9, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Design-Build Entity's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.
2. Inspection by District shall not relieve Design-Build Entity of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive District's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Design-Build Entity's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless District agrees otherwise in writing.



**F. Samples And Tests Of Materials And Work**

1. Design-Build Entity shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Design-Build Entity shall prepare samples or test specimens at its expense and furnish them to District. Design-Build Entity shall submit all samples in ample time to enable District to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.
2. Test samples or specimens of material for testing shall be taken by the Architect/Engineer, his or her representative, Project Inspector or representative of the testing agency. In no case shall Design-Build Entity or vendor select the sample. Refer to section 4-335, Part 1, Title 24, California Code of Regulations.

**G. Proof Of Compliance Of Contract Provisions**

In order that District may determine whether Design-Build Entity has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Design-Build Entity shall at any time, when requested, submit to District properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

**H. Acceptance**

Inspection by District or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by District, any extension of time, any verbal statements on behalf of District or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to District herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

**10. DESIGN-BUILD ENTITY'S ORGANIZATION AND EQUIPMENT****A. Design-Build Entity's Legal Address**

Address and facsimile number given in Design-Build Entity's Proposal are hereby designated as Design-Build Entity's legal address and facsimile number. Design-Build Entity may change its legal address and facsimile number by notice in writing, delivered to District, which in conspicuous language advises District of a change in legal address or facsimile number, and which District accepts in writing. Delivery to Design-Build Entity's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Design-Build Entity at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Design-Build Entity. Facsimile to Design-Build Entity's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Design-Build Entity.

**B. Design-Build Entity's Office At The Work Site**

Design-Build Entity shall maintain an office at the Site, which office shall be headquarters of a Design-Build Entity representative authorized to transmit to and receive from District, communications, instructions or Drawings. Communications, instructions, or Drawings given to Design-Build Entity's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Design-Build Entity.

**C. Design-Build Entity's Superintendents Or Forepersons**

Design-Build Entity shall at all times be represented on Site by one or more superintendents, project managers or forepersons authorized and competent to receive and carry out any instructions that District may give, and shall be liable for faithful observance of instructions delivered to Design-Build Entity or to authorized representative or representatives on Site.

**D. Proficiency In English**

Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

**E. Site Decorum: Design-Build Entity's And Subcontractors' Employees**

1. Design-Build Entity shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If District notifies Design-Build Entity that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly, disruptive or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing District, or violates sanitary rules, or is otherwise unsatisfactory, and if District requests that such person be discharged from Work, then Design-Build Entity or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of District.
2. Design-Build Entity shall control the conduct of its employees and subcontractors so as to prevent unwarranted interaction initiated by Design-Build Entity's employees or subcontractors with individuals, (except those associated with the Project) at the college campus. Without limitation, unwarranted interaction includes whistling at or initiating conversation with passers-by. In the event that any employee or subcontractor of the Design-Build Entity initiates any unwarranted interaction, Design-Build Entity shall, either upon request of District's Representative or on its own initiative, replace said employee or subcontractor employee with another of equivalent technical skill at no cost to the District.
3. There shall be no smoking outside of the construction site or within any of the District's buildings, including those buildings under construction by Design-Build Entity.
4. The playing of radios, televisions and other portable audio or video players on the Site is prohibited at all times.

**F. Design-Build Entity To List Trades Working**

Design-Build Entity shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to District

**G. Design-Build Entity's Use Of The Site**

Design-Build Entity shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between District and any owner, former owner or tenant of such land, structure or buildings. Design-Build Entity may not occupy District-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior written approval from District.

**11. PROSECUTION AND PROGRESS OF THE WORK****A. Design-Build Entity to Submit Required Schedules**

1. Design-Build Entity shall submit schedules and reports, Shop Drawings and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 01 31 19 (Project Meetings), 01 32 16 (Progress Schedules and Reports), and 01 32 19 (Submittal Procedures).
2. Design-Build Entity shall submit to District for review and discussion at the Preconstruction Conference documentation described in Section 01 31 19 (Project Meetings):
  - a. Progress schedules and reports as required by Sections 01 32 16 (Progress Schedules and Reports), and 01 32 19 (Submittal Procedures). Design-Build Entity shall utilize Progress Schedule in planning, scheduling, coordinating, performing and controlling Work (including all activities of Subcontractors, assigned contractors, equipment vendors and suppliers). Design-Build Entity shall update Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Design-Build Entity's monthly progress payments. Design-Build Entity's failure to submit and maintain an acceptable progress

schedule may, in District's discretion, and without limiting the materiality of Design-Build Entity's other obligations under the Contract Documents, constitute grounds to declare Design-Build Entity in material breach of the Contract Documents

- b. Prior to receiving a Notice to Proceed with Construction, a preliminary Schedule of Submittals that shall list each required submittal and the times for submitting, reviewing and processing such submittal, as required by Section 01 32 19 (Submittal Procedures). If no such schedule is agreed upon, then all Shop Drawings, Samples and product data submittals shall be completed and submitted within 30 Days after receipt of Notice to Proceed with Construction from District.
  - c. Within 60 Days after issuance of Notice of Award, a preliminary Schedule of Values for all the Work, including detailed breakdown of all design phases to serve as the basis for progress payments during design. At least 30 Days before commencing construction, Design-Build Entity shall submit an updated Schedule of Values including additional detail regarding construction activities, as provided in Section 01 29 00 (Payments and Completion), paragraph 1.7. The updated Schedule of Values shall include quantities and prices of items aggregating the Contract Sum and shall subdivide into component activities in sufficient detail to serve as the basis for progress payments during construction. Each Schedule of Values shall include an appropriate amount of overhead and profit applicable to each item of Work, a line item for Project Record Documents, and a line item for Project scheduling, and shall conform to Section 01 29 00.
3. Unless otherwise provided in the Contract Documents, at least 15 Days before submission of the first application for payment, a conference attended by Design-Build Entity, District, and others as appropriate, will be held to review for acceptability the schedules submitted in accordance with subparagraph 11.A.2 of this Document 00 71 00 and first reviewed at the Preconstruction Conference. Design-Build Entity shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Sections 01 29 00 (Payments and Completion), 01 32 16 (Progress Schedules and Reports) and 01 32 19 (Submittal Procedures). No progress payment shall be due or owing to Design-Build Entity until the schedules are submitted to and acceptable to District and/or Architect/Engineer as meeting the requirements of the Contract Documents, including Sections 01 29 00 (Payments and Completion), 01 32 16 (Progress Schedules and Reports) and 01 32 19 (Submittal Procedures). District's acceptance of Design-Build Entity's schedules will not create any duty of care or impose on District any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Design-Build Entity from Design-Build Entity's full responsibility therefor.
  4. Before commencing any phase of Work, Design-Build Entity shall inform District in writing as to time and place at which Design-Build Entity wishes to commence Work, and nature of Work to be done, in order that proper adjustments to College operations and notices to occupants may be made, proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to District a reasonable time in advance of time at which Design-Build Entity proposes to begin Work, so that District may complete necessary preliminary work without inconvenience or delay to Design-Build Entity.

**B. Design-Build Entity to Submit Submittals and Shop Drawings**

1. Design-Build Entity shall submit submittals and shop drawings to District (or Architect/Engineer if District so designates) for review in strict accordance with Section 01 32 19 (Submittal Procedures). Submission of a Shop Drawing shall constitute Design-Build Entity's representation that all requirements of Section 01 32 19 (Submittal Procedures) have been complied with. All submittals will be identified as District may require and in the number of copies specified in Section 01 32 19 (Submittal Procedures).
2. Design-Build Entity shall not perform Work that requires submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal. Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final Schedule of Submittals accepted by District, any related Work performed prior to District's approval of the pertinent submittal shall be at the sole expense, responsibility and risk of Design-Build Entity.
3. District's review of shop drawings, samples and submittals shall not relieve Design-Build Entity of its responsibility for a complete design complying with the requirements of the

Contract Documents; but rather, such review shall be in furtherance of District's monitoring and accepting the design as developed and issued by the Design-Build Entity, consistent with these Contract Documents.

**C. Cost Data**

1. Design-Build Entity shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Design-Build Entity of each class of materials, tools and appliances used by Design-Build Entity in Work, and the amount of each class of materials used in each subdivision of Work. Design-Build Entity shall provide District with monthly summaries of this information. If Design-Build Entity maintains or is capable of generating summaries or reports comparing actual Project costs with Proposal estimates or budgets, and if the actual cost comparisons become necessary (in District's sole judgment) in connection with claims or Contract Modifications, Design-Build Entity shall provide District with a copy of such report upon District's request.
2. Design-Build Entity shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Design-Build Entity shall provide District with copies for each Day Design-Build Entity works on the Project, to be delivered to District either the same Day or the following morning before starting work at the Site. Design-Build Entity shall take monthly progress photographs of all areas of the Work. Design-Build Entity shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
3. District shall have the right to audit and copy Design-Build Entity's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Design-Build Entity's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, District shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Proposal and negotiation documents records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Design-Build Entity. District and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 11.C at any time during the Project and for a period of five years following Final Completion. This right of inspection shall not relieve Design-Build Entity of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.
4. Design-Build Entity shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to District for reference. Upon completion of the Work, Design-Build Entity shall deliver to District, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

**D. Design-Build Entity To Supply Sufficient Workers And Materials**

1. Unless otherwise required by District under the terms of Contract Documents, Design-Build Entity shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
2. At any time during progress of Work should Design-Build Entity directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then District may require Design-Build Entity to accelerate the Work and/or furnish additional qualified workers or materials as District may consider necessary, at no cost to District. If Design-Build Entity does not comply with the notice within three Business Days of date of service thereof, District shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as District may

elect. District may, at its discretion, exclude Design-Build Entity from the Site, or portions of the Site or separate work elements during the time period that District exercises this right. District will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. District will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Design-Build Entity as if paid to Design-Build Entity. Design-Build Entity shall remain liable for resulting delay, including liquidated damages and indemnification of District from claims of others.

3. Exercise by District of the rights conferred upon District in this subparagraph is entirely discretionary on the part of District. District shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of District's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon District under this subparagraph are, like all other such rights, cumulative to District's other rights under any provision of the Contract Documents.)

**E. Design-Build Entity to Locate Underground Facilities.**

1. During construction, Design-Build Entity shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two *working* days, but no more than 14 *calendar* days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."
2. Design-Build Entity shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Design-Build Entity is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Design-Build Entity shall provide District with copies of all USA records secured by Design-Build Entity. Design-Build Entity shall advise District of any conflict between information provided in Document 00 31 19 (Geotechnical Data and Existing Conditions), the Bridging Documents, Drawings and that provided by USA records. Design-Build Entity's excavation shall be subject to and comply with the Contract Documents, including without limitation Articles 2 and 8 of this Document 00 71 00.
3. Design-Build Entity shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 31 19 (Geotechnical Data and Existing Conditions), the Bridging Documents, Drawings or that provided by USA records. Design-Build Entity shall immediately secure all such available information and notify District and the utility owner, in writing, of its discovery.

**F. Design-Build Entity to Protect Underground Facilities.**

1. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Design-Build Entity shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Design-Build Entity shall take immediate action to restore any in service installations damaged by Design-Build Entity's operations.
2. Prior to performing Work at the Site, Design-Build Entity shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Design-Build Entity shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown

are discovered, Design-Build Entity shall immediately report to District for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Design-Build Entity's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 71 00.

3. The cost of all of the following will be included in the Contract Sum and Design-Build Entity shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 00 31 19 (Geotechnical Data and Existing Conditions) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

**G. Design-Build Entity to Not Disrupt District Operation.**

1. Design-Build Entity shall schedule and execute all Work in a manner that does not interfere with or disrupt District operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by students, faculty, other employees and administration, access by vendors and any other person or entity using District facilities or doing business with District. Design-Build Entity shall produce and supply coordination plans and requests to District, following District procedures, for all necessary interference of construction with District, which District will reasonably cooperate with.
2. Academic Calendar/Events: Without limiting the foregoing, the academic dates/events are furnished for Design-Build Entity's information. Construction activities which may be disrupted due to these events are to be accounted for in all applicable Schedules, and Contract Time shall not be extended thereby. Design-Build Entity is advised to consult District's website for any updates to the academic calendar. Refer to Section 01 10 00 Summary of Work for additional information.

**12. CLAIMS BY DESIGN-BUILD ENTITY/NON-JUDICIAL SETTLEMENT PROCEDURE**

**A. Scope**

1. The claim notice and documentation procedure described in this Article 12 applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier, and any claims arising under tort law as well as contract law. All Subcontractor and supplier claims of any type shall be brought only through Design-Build Entity as provided in this Article 12. Under no circumstances shall any Subcontractor or supplier make any direct claim against District.
2. "Claim" means a written demand or written assertion by Design-Build Entity seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article 12. A voucher, invoice, proposed change, Application for Payment, cost proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate notice and claim in compliance with claim submission requirements herein.
3. The provisions of this Article 12 constitute a non-judicial claim settlement procedure, and also step one of a two step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with this contract claims procedure and filing/administering timely contract claims in accordance with the Contract Documents. Step two is filing a timely Government Code Section 910 claim in accordance with the California Government Code. Any Government Code Section 910 claims shall be presented in accordance with the Government Code and shall affirmatively indicate Design-Build Entity's prior compliance with the claims procedure herein and previous dispositions under this Article.

4. The provisions of this Article 12 shall survive termination, breach or completion of the Contract Documents. Design-Build Entity shall bear all costs incurred in the preparation and submission of a claim.

**B. Procedure**

1. **Disputed Work.** Should any clarification, determination, action or inaction by District or Architect/Engineer, Work, third party, or any other event whatsoever, in the opinion of Design-Build Entity, exceed the requirements of or not comply with Contract Documents in any way, or otherwise result in Design-Build Entity seeking additional compensation in time or money or damages for any reason (collectively “Disputed Work”), then Design-Build Entity shall so notify District. Design-Build Entity and District shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes.
2. **Duty to Work During Disputes.** Notwithstanding any dispute or Disputed Work, Design-Build Entity shall continue to prosecute the Work and the Disputed Work in accordance with the determinations of District. Design-Build Entity’s sole remedy for Disputed Work is to pursue the remedies in this Article 12 and follow the determinations of District.
3. **Timely Notice of Disputed Work Required.** Before commencing any Disputed Work, or within ten (10) Days after Design-Build Entity’s first knowledge of the Disputed Work, whichever is earlier, Design-Build Entity shall file a written notice and preliminary cost proposal for the Disputed Work with District stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The written notice must identify the subcontractors, vendors, suppliers effected, if any, sufficient for District to visit the site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question; and Design-Build Entity is encouraged to supply digital photographs by email if possible. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. If a written notice and preliminary cost proposal for Disputed Work is not issued within this time period, or if Design-Build Entity proceeds with the Disputed Work without first having given the notice of the Disputed Work, Design-Build Entity shall waive its rights to further claim on the specific issue.
4. **Timely Notice of Potential Claims Required.** District will review Design-Build Entity’s timely notice and preliminary cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Design-Build Entity disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, then Design-Build Entity shall so notify District, in writing, within ten (10) Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. (If District should fail to provide a decision on a notice and preliminary cost proposal within thirty (30) days, then Design-Build Entity shall submit a notice of potential claim within ten days following the thirtieth (30th) day, i.e., or by the 40th day following the notice and preliminary cost proposal.) Design-Build Entity shall continue to prosecute the Disputed Work to completion.
5. **Quarterly Claims Required.** At the end of each calendar year quarter (March 31, June 30, September 30 and December 31) of each year, for each and every notice of potential claim that Design-Build Entity may have submitted in that quarter, Design-Build Entity shall submit a formal claim in the form specified herein. Design-Build Entity may file a single consolidated claim each quarter, or may file separate claims each quarter, as Design-Build Entity sees fit, provided Design-Build Entity complies with the requirements below. (Design-Build Entity may defer until the next reporting period the filing of a formal claim for any notices of potential claim timely issued within the last 15 days of the prior quarter.) The formal claim(s) shall include all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting the Design-Build Entity’s position, for each notice of potential claim that Design-Build Entity intends to pursue as a formal claim (further described below).
6. **Claim Updates Required.** If Disputed Work persists longer than a single calendar quarter, then Design-Build Entity shall, every quarter until the Disputed Work ceases, submit to District a document titled “Claim Update” that shall update and quantify all elements of the claim as completely as possible. Design-Build Entity’s failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be

determined at a later date shall not comply with this subparagraph and shall result in Design-Build Entity waiving its claim(s). Design-Build Entity shall also maintain a continuing "claims log" that shall list all outstanding claims and their value, and provide such log to District quarterly.

7. Claim Negotiations Required. Upon receipt of Design-Build Entity's formal claim(s) including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, District or its designee will review the issue and render a final determination. Design-Build Entity and District may mutually agree upon a claims resolution protocol, a neutral facilitator or mediator, or other alternative dispute resolution procedures, as appropriate. District may in its discretion conduct an administrative hearing on Design-Build Entity's claim, in which case Design-Build Entity shall appear, participate, answer questions and inquiries, and present any further document, schedules or analysis requested by District to evaluate and decide Design-Build Entity's claim.

**C. Claim Format**

1. Design-Build Entity shall submit the formal claim(s) with a cover letter and certification of the accuracy of the formal claim.
2. The formal claim(s) shall list separately each notice of potential claim that Design-Build Entity intends to pursue as a formal claim(s), and for each such item separately, Design-Build Entity shall provide the following:
  - a. Summary of the claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;
  - b. List of documents relating to claim including Bridging Documents, Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, and any others;
  - c. Chronology of events and correspondence;
  - d. Analysis of claim merit;
  - e. Analysis of claim cost; and
  - f. Attach supporting cost and schedule documents as required in this Article and elsewhere in the Contract Documents (e.g., Section 01 32 16).
3. For each notice of potential claim that Design-Build Entity intends to pursue as a formal claim, Design-Build Entity shall establish in the formal claim a direct causal link between the separate item of cost/time requested, the separate notices of potential claim timely issued, and the specific changed Work asserted. Total cost claims shall not be allowed.
4. Claims shall be calculated in the same manner as Change Orders per Section 01 26 00 (Modification Procedures). EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), DISTRICT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND DESIGN-BUILD ENTITY SHALL NOT INCLUDE THEM IN ITS CLAIMS. DESIGN-BUILD ENTITY SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN SECTION 01 26 00 (MODIFICATION PROCEDURES).

**D. Mediation**

1. If Design-Build Entity's claims submitted in accordance with this Article 12 at Project completion total less than \$375,000, then claims resolution shall first proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code, found in Section 01410 (Regulatory Requirements).
2. If Design-Build Entity's claims submitted in accordance with this Article 12 at Project completion exceed \$375,000, then, as a condition precedent to litigation (or if otherwise permitted by the Contract Documents, arbitration) thereon, such claims must first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation, having a minimum of twenty (20) years experience in the construction industry. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Design-Build Entity claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.



**E. Subcontractor Claims**

1. Design-Build Entity shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. District shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

**F. Waiver.**

1. If Design-Build Entity fails to comply with this Article 12 as to any claim, then Design-Build Entity shall waive its rights to such claim.
2. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Article 12, may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action.
3. Design-Build Entity may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and District must give its approval in writing (which approval may be withheld in District discretion.) As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written change order signed by both parties and approved as to form by their legal counsel.
4. District shall not be deemed to waive or alter any provision under this Article 12, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 12.

**13. LEGAL AND MISCELLANEOUS****A. Laws And Regulations**

1. Design-Build Entity shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall, to the greatest extent permitted by law, protect and indemnify District and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Design-Build Entity or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
2. Whenever Bridging Documents or other Contract Documents require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Bridging Documents or other Contract Documents shall govern. Whenever Bridging Documents or other Contract Documents require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.
3. Design-Build Entity shall comply with applicable portions of Title 19 and Title 24, California Code of Regulations (Uniform Building Code) (most recent edition), and Public Contract Code. Whenever Contract Documents require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Contract Documents shall govern. Whenever Contract Documents require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.
4. Design-Build Entity shall maintain in the Project Office a current copy of Title 19 and 24 of the California Code of Regulations at all times during construction.

**B. Permits And Taxes**

Design-Build Entity shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. District will pay applicable building permits, school, sanitation and water fees, except as otherwise provided in the Contract Documents. If, under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request,

will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purpose of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any Proposal price. Design-Build Entity shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Design-Build Entity shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where District may have already obtained permits for the Work.

**C. Responsibility Of Design-Build Entity And Indemnification**

1. Except to the extent caused by their sole negligence, willful misconduct or active negligence, District and each of its officers, employees, consultants and agents including, but not limited to the Board, Bridging Architect, and each District Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever, attributable to performance or character of the Work, and Design-Build Entity releases all of the foregoing persons and entities from any and all such claims.
2. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782 and, if and to the extent applicable, California Civil Code Section 2782.8, Design-Build Entity shall assume defense of (with counsel approved by District), and indemnify and hold harmless, District and each of its officers, employees, consultants and agents, including but not limited to the Board, Bridging Architect, and each District representative, from claims, suits, actions, and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Design-Build Entity, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of District or by any person or entity required to be indemnified hereunder.
3. With respect to third-party claims against Design-Build Entity, Design-Build Entity waives any and all rights to any type of express or implied indemnity against District and each of its officers, employees, consultants and agents including, but not limited to District, the Board, Bridging Architect and each District representative.
4. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Design-Build Entity, its Subcontractors of any tier, or the officers or agents of any of them.
5. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782 and, if and to the extent applicable, Civil Code Section 2782.8, the indemnification provisions, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Design-Build Entity fails to perform any of these defense or indemnity obligations, District may in its discretion back charge Design-Build Entity for District's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
6. The indemnification provisions of this Contract as reflected in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to District or other indemnified party to the extent of its active negligence.

**D. Suspension Of Work**

1. District may, without cause, order Design-Build Entity in writing to suspend, delay or interrupt Work in whole or in part for such period of time as District may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such

suspension, delay or interruption, calculated using the measures set forth in Section 01 26 00 (Modification Procedures). No adjustment shall be made to extent that:

- a. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Design-Build Entity is responsible; or
  - b. An equitable adjustment is made or denied under any other provision of Contract Documents; or
  - c. The suspension of Work was the direct or indirect result of Design-Build Entity's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Design-Build Entity may file a claim under Article 12 of this Document 00 71 00.
2. In addition to the foregoing, if applicable, Design-Build Entity shall receive a time extension for the actual period of time Design-Build Entity proves it was delayed by District's order to suspend, delay or interrupt Work. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Design-Build Entity's progress on the critical path, then no time extension shall be recognized; and conversely, if Design-Build Entity proves to District's satisfaction that precipitation exceeding the specified parameters causes delay to Design-Build Entity for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Design-Build Entity shall be entitled to a time extension equal to the actual period of such delay.

**E. Termination Of Contract For Cause**

1. District may declare Design-Build Entity in default of Contract Documents and District may terminate Design-Build Entity's right to proceed under the Contract Documents for cause:
  - a. Should Design-Build Entity make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Design-Build Entity in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Design-Build Entity or of all or any substantial part of its properties or if Design-Build Entity, its directors or shareholders, take action to dissolve or liquidate Design-Build Entity; or
  - b. Should Design-Build Entity commit a material breach of the Contract Documents. If District declares Design-Build Entity in default due to material breach, however, District must allow Design-Build Entity an opportunity to cure such breach within ten Days of the date of notice from District to Design-Build Entity providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design-Build Entity to avail itself of a time period in excess of ten Days, Design-Build Entity must provide District within the ten-Day period with a written plan ("cure plan") acceptable to District to cure said breach which includes, for example, evidence of necessary resources, actual Subcontractor commitments, actual labor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Design-Build Entity must then diligently commence and continue such cure according to the written cure plan); or
  - c. Should Design-Build Entity violate or allow (by a Subcontractor or other person or entity for which Design-Build Entity is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten Days of the date of the notice from District to Design-Build Entity demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design-Build Entity to avail itself of a time period in excess of ten Days, Design-Build Entity shall provide District within the ten-Day period with a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan.)
2. If District at any time reasonably believes that Design-Build Entity is or may be in default under the Contract Documents as provided above, then District may in its sole discretion notify Design-Build Entity of this fact and request written assurances from Design-Build Entity of performance of

Contract Documents and a written plan from Design-Build Entity to remedy any default under the terms of Contract Documents which District may advise Design-Build Entity of in writing. Design-Build Entity shall, within 10 Days of District's request, deliver a written cure plan which meets the requirements of the written cure plan as defined above. Failure of Design-Build Entity to provide such written assurances of performance and the required written cure plan within ten Days of request will constitute a material breach of Contract Documents sufficient to justify termination for cause.

3. In event of termination for cause, District will immediately serve written notice thereof upon Surety and Design-Build Entity. Surety shall have the rights and obligations set forth in Document 00 61 00 (Construction Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), District may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
4. In the event of termination by District for cause:
  - a. District will compensate Design-Build Entity for the value of the Work delivered to District upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Design-Build Entity provides District with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, District will not compensate Design-Build Entity for its costs in terminating the Work or any cancellation charges owed to third parties.
  - b. Design-Build Entity shall deliver to District possession of the Work in its then condition including, but not limited to, all designs, architectural and engineering, Project records, Project Record Documents, cost data of all types, Bridging Documents and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Design-Build Entity shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this subparagraph shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Design-Build Entity shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with Contract Documents.
  - c. District's rights under this subparagraph shall be specifically enforceable to the greatest extent permitted by law. District shall, to the extent applicable, have all other rights and remedies set forth in any Proposing Document.
5. District may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors. In such case, Design-Build Entity shall cooperate with a completing Design-Build Entity as required under Article 6 of this Document 00 71 00.
6. In the event a termination for cause is later determined to have been made wrongfully or without cause, then Design-Build Entity shall have no greater rights than if a termination for convenience had been effected (to include, as appropriate, the recovery rights specified therefore. Any Design-Build Entity claim arising out of a termination for cause, however, shall be made in accordance with Article 12 of this Document 00 71 00. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Design-Build Entity.

**F. Termination Of Contract For Convenience**

1. District may terminate for convenience performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever District shall determine that termination is in District's best interest. Termination for convenience may only be effected by District delivering to Design-Build Entity written "Notice of Termination for Convenience" specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.
2. After receiving a notice of termination for convenience under this subparagraph, and except as otherwise directed by District, Design-Build Entity shall:
  - a. Stop Work under the Contract Documents on date and to extent specified in notice of termination for convenience;

- b. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
  - c. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
  - d. Assign to District in manner, at times, and to extent directed by District, all right, title, and interest of Design-Build Entity under orders and subcontracts so terminated. District shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
  - e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to extent District may require. District's approval or ratification shall be final for purposes of this subparagraph;
  - f. Transfer title to District, and deliver in the manner, at the times, and to the extent, if any, directed by District, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to District;
  - g. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that District directs or authorizes, any property of types referred to in subparagraph, but Design-Build Entity shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by District. Proceeds of transfer or disposition shall be applied to reduce payments to be made by District to Design-Build Entity under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as District may direct;
  - h. Complete performance of the part of the Work which was not terminated by the notice of termination; and
  - i. Take such action as may be necessary, or as District may direct, to protect and preserve all property related to Contract Documents which is in Design-Build Entity's possession and in which District has or may acquire interest.
3. After receipt of a notice of termination for convenience, Design-Build Entity shall submit to District its termination for convenience claim, in form and with all certifications required by Article 12 of this Document 00 71 00. Design-Build Entity's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Design-Build Entity and District may agree upon the whole or part of the amount or amounts to be paid to Design-Build Entity because of a total or partial termination of Work for convenience. If Design-Build Entity and District fail to agree on the whole amount to be paid to Design-Build Entity because of the termination of the Work under this subparagraph, District's total liability to Design-Build Entity by reason of the termination shall not exceed the total (without duplication of any items) of:
- a. The reasonable cost to Design-Build Entity, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Design-Build Entity, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in District's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
  - b. A reasonable allowance for profit on actual and allowable cost of Work performed as determined under this subparagraph, provided that Design-Build Entity establishes to District's satisfaction that Design-Build Entity would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
  - c. Reasonable costs to Design-Build Entity of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.
  - d. A reasonable allowance for Design-Build Entity's internal administrative costs in preparing termination claim.

- e. Except as provided in this subparagraph, District shall not be liable for costs incurred by Design-Build Entity or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Design-Build Entity's Proposal, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.
  - f. District shall have no obligation to pay Design-Build Entity under this subparagraph unless and until Design-Build Entity provides District with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.
4. In arriving at the amount due Design-Build Entity under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):
- a. All unliquidated advances or other payments on account previously made to Design-Build Entity, including without limitation all payments applicable to the terminated portion of Contract Documents;
  - b. Any claim which District may have against Design-Build Entity in connection with Contract Documents; and
  - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Design-Build Entity or sold under provisions of this subparagraph, and not otherwise recovered by or credited to District.

**G. Contingent Assignment Of Subcontracts**

1. Design-Build Entity hereby assigns to District each Subcontract for a portion of the Work (including Services), provided that:
- a. The assignment is effective only after District's termination of Design-Build Entity's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to the termination for cause subparagraphs herein.
  - b. The Assignment is effective only for the Subcontracts which District expressly accepts by notifying the Subcontractor in writing;
  - c. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 61 00 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
  - d. After the effectiveness of an assignment, Design-Build Entity shall, at its sole cost and expense, sign all instruments and take all actions reasonably requested by District to evidence and confirm the effectiveness of the assignment in District; and
  - e. Nothing in this subparagraph shall modify or limit any of Design-Build Entity's obligations to District arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

**H. Remedies and Contract Integration**

1. Subject to Contract Documents provisions regarding Design-Build Entity claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between District and Design-Build Entity arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the County of San Mateo. All District remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances District shall have any and all other equitable and legal rights and remedies which it would have according to law.
2. The Contract Documents, any Contract Modifications and Change Orders shall represent the entire and integrated agreement between District and Design-Build Entity regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written modifications. District and Design-Build Entity represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written

modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.

3. In any proceeding to enforce the Contract Documents, Design-Build Entity and District agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability, claims and time extension procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.
4. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

#### **I. Patents**

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Proposal price for doing the Work. To the greatest extent permitted by law, Design-Build Entity shall defend, indemnify and hold harmless District and each of its officers, employees, consultants and agents, including, but not limited to, the Board, Architect/Engineer and each District representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, royalties, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Design-Build Entity agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

#### **J. Substitution For Patented And Specified Articles**

1. Except as noted specifically in Bridging Documents, whenever in Bridging Documents, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or equal." Design-Build Entity may offer any substitute material or process that Design-Build Entity considers equal in every respect to that so designated and if material or process offered by Design-Build Entity is, in opinion of District, equal in every respect to that so designated, its use will be approved. However, Design-Build Entity may utilize this right only by timely submitting Document 00 43 25 (Substitution Request Form) as provided in Document 00 11 19 (Request for Proposal). A substitution will be approved only if it is a true "equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.
2. The foregoing limited right to an "or equal" substitution shall not apply to any material or process which is designated in the approved Drawings and Specifications by patent or proprietary name or by name of manufacturer. Any such substitution is a deviation subject to District's advance written approval as provided in subparagraph 5.F.1 above.
3. Additionally, any substitution under this paragraph may require DSA approval.

#### **K. Interest Of Public Officers**

No representative, officer, or employee of District, no member of the governing body of the locality in which the Project is situated, no member of the locality in which District was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

#### **L. Limit Of Liability**

DISTRICT, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ARCHITECT/ENGINEER AND EACH OTHER

DISTRICT REPRESENTATIVE, SHALL HAVE NO LIABILITY TO DESIGN-BUILD ENTITY FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

**M. Severability**

Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

**N. Ownership Of Results/Works For Hire**

1. The architectural and/or engineering analysis, Bridging Documents for the Project, including without limitation Bridging Documents, Design Development Documents and Construction Documents, that are prepared pursuant to the Contract Documents are and shall remain the property of District. Design-Build Entity hereby does and shall cause all Subcontractors and others who prepared such design documents for the Project to transfer, convey, and assign to District all rights throughout the world in the nature of copyright and trademark in and to all versions of such design documents, including but not limited to the Contract Documents, but only to the extent such materials apply to District and/or to the Project. District shall have the right to distribute, copy or to cause the distribution and copying of such Bridging Documents to third parties as may reasonably be necessary in connection with the Project.
2. Any and all artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Design-Build Entity or its Subcontractors or designers in connection with services performed under this Contract shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of District. In the event that it is ever determined that any works created by Design-Build Entity or its Subcontractors or designers under this Contract are not works for hire under U.S. law, Design-Build Entity hereby assigns all copyrights to such works to District. With the prior written approval of District, Design-Build Entity may retain and use copies of such works for reference and as documentation of its experience and capabilities.

**14. MODIFICATIONS OF CONTRACT DOCUMENTS**

**A. Alterations, Modifications And Force Account Work**

1. As provided in the latest edition of Part 1 of Title 24, California Code of Regulations, no modification or deviation from the DSA approved Drawings and Specifications will be permitted except by written addenda, written Change Order or written Supplemental Instruction. As appropriate, Change Orders are subject to approval by the Division of State Architect. Refer to section 4-338, Part 1, Title 24, California Code of Regulations. Design-Build Entity shall aggressively plan and schedule its work, and coordinate with District and DSA, schedule RFI's and work inspections and progress, to avoid any delays or disruptions to the Work resulting from DSA requirements.
2. District may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Design-Build Entity shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. As appropriate, such Change Orders are subject to approval by DSA. Refer to Section 4-338, Part 1, Title 24, California Code of Regulations. In the case of any ordered extra Work, District reserves the right to furnish all or portions of associated labor, material, and equipment, which Design-Build Entity shall accept and use without payment for costs, markup, profit, or otherwise for such District-furnished labor, materials, and equipment.
3. District may make changes to the Work during the course of construction to bring the Work into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. Design-Build Entity shall be



- compensated for changes affecting the Contract Time or Contract Sum of the Work as set forth in this Article 14 and in Section 01 26 00 (Modification Procedures).
4. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
    - a. The Work performed in connection with the change to be made;
    - b. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
    - c. The extent of the adjustment in the Contract Time, if any.
  5. A Change Order will become effective when signed by District. If District exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles 12 and 14 of this Document 00 71 00, then the resulting Change Order shall be effective when signed by District, notwithstanding that Design-Build Entity has not signed it.
  6. Changes not affecting the Contract Time or Contract Sum of the Work, in District's discretion, may be set forth in a written RFI-Reply executed by District. Execution of such an RFI-Reply constitutes Design-Build Entity's agreement to make the specified change without change to the Contract Sum or the Contract Time.
  7. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Section 01 26 00 (Modification Procedures), except in cases of emergency discussed in this Document 00 71 00.
  8. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Design-Build Entity and District may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then District will reach a determination, which shall be final, subject to Design-Build Entity's rights under Article 12 of this Document 00 71 00. In all cases Design-Build Entity shall perform the changed Work as directed by District subject to Design-Build Entity's rights under Article 12 of this Document 00 71 00.
  9. Design-Build Entity shall, upon District's request, permit inspection of the original unaltered Proposal estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.
  10. Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guaranties and warranties given by Design-Build Entity pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
  11. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 01 26 00 (Modification Procedures). Regarding delay and impact costs of any nature, Design-Build Entity may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Design-Build Entity shall prove actual costs resulting from such delays. If Design-Build Entity requests compensation for delay to the construction, then Design-Build Entity shall prove and document actual costs plus markup per the cost categories and procedures in Section 01 26 00 (Modification Procedures) in order to request, claim or prove compensation for delay.
  12. A performance bond rider covering changed Work must be executed before proceeding with the changed Work.

**B. Entitlement to Change Of Contract Time**

1. Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.
2. Contract Time will be adjusted in an amount equal to the time lost due to:
  - a. Changes in the Work ordered by District;

- b. Acts or neglect by District, Architect/Engineer, any District representative, utility owners or other contractors performing other work, provided that Design-Build Entity has fully and completely performed its responsibilities under the Contract Documents;
  - c. District ordered suspension, delay or interruption of Work which is otherwise compensable as provided in paragraph 13.D above; or
  - d. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this subparagraph, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Design-Build Entity's failure to protect the Work as required by Contract Documents.
3. Contract Time shall not be extended for any cause identified immediately above, however, unless:
- a. Design-Build Entity actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Design-Build Entity's control and due to reasons for which Design-Build Entity is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Design-Build Entity);
  - b. A claim for delay is made as provided herein; and
  - c. Design-Build Entity submits a Time Impact Evaluation as required under Section 01 32 16 (Progress Schedules and Reports) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

**C. Notice Of Delay**

Within seven Days of the beginning of any delay, Design-Build Entity shall notify District in writing, by submitting a notice of delay, describing all anticipated delays resulting from the delay event in question. Any request for extension of time include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Section 01 32 16 (Progress Schedules and Reports). District will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph.

**D. Non-Compensable Time Extensions; Adverse Weather Parameters**

1. Where Design-Build Entity is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both District and Design-Build Entity (including, but not limited to, adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God, epidemics, and acts of other contractors or utilities) an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation) shall be Design-Build Entity's sole and exclusive remedy for such delays.
2. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed or referenced in this subparagraph. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters first on a monthly basis and second on a cumulative annual basis, and Design-Build Entity proves that the adverse weather actually caused delays to work on the critical path. Design-Build Entity shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring. Rain parameters are identified in Document 00 73 00 (Supplemental General Conditions), pro-rated in the individual month Design-Build Entity starts and finishes Work.
3. In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed .1 of an inch or more at the station identified in Document 00 73 00, as measured by the National Oceanic & Atmospheric Administration, and Design-Build Entity shall prove that the rain actually caused delay to the Work, following the procedures in this subparagraph and the Contract Documents. Notwithstanding the foregoing allowances, Design-Build Entity shall at all times employ all available mitigation measures to enable Work to continue. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed above.
4. Design-Build Entity shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Design-Build Entity shall notify District and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.

5. Adverse weather delay for precipitation shall be recognized for the actual period of time Design-Build Entity proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Design-Build Entity's progress on the critical path, then no time extension shall be recognized; and conversely, if Design-Build Entity proves to District's satisfaction that precipitation exceeding the specified parameters causes delay to Design-Build Entity for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Design-Build Entity shall be entitled to a time extension equal to the actual period of such delay.
6. Design-Build Entity shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for District to not grant a time extension due to adverse weather, where Design-Build Entity could have avoided or mitigated the potential delay by exercising reasonable care.

**E. Compensable Time Extensions**

1. Design-Build Entity may receive a time extension and be compensated for delays caused directly and solely by District or, except as provided in subparagraph 3.b below, DSA. Provided Design-Build Entity provides proper notice and documentation under Section 01 32 16, such compensation may include extended field or home office overhead, field supervision, escalation charges, acceleration costs and extended subcontractor costs.
2. Design-Build Entity shall not be entitled to any time extension or compensation, however, for any delays caused in whole or in part by Design-Build Entity's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Design-Build Entity and either District or others.
3. Design-Build Entity shall not be entitled to damages for delay to the Work caused by the following reasons:
  - a. District's right to sequence the Work in a manner which would avoid disruption to District's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Design-Build Entity's failure to perform its cooperation and coordination responsibilities required by Contract Documents; District's enforcement of any government act or regulation; or the provisions of the Contract Documents;
  - b. Any DSA delay resulting from Design-Build Entity's failure to communicate with DSA as required by paragraph 1.F. above; and
  - c. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by District or its consultants in a reasonable time commensurate with Contract Documents requirements.

**F. Liquidated Damages**

1. Time is of the essence. Execution of Contract Documents by Design-Build Entity shall constitute acknowledgement by Design-Build Entity that Design-Build Entity understands, has ascertained and agrees that District will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Design-Build Entity and District agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by District as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
2. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by District for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract Documents because Design-Build Entity failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Except as otherwise provided in Document 00 73 00 (Supplemental General Conditions), liquidated damages shall also include lost revenues, interest expenses and cost of substitute facilities. However, liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, cost of completion of the Work, , claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against District as a result of

delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof. Design-Build Entity shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due District.

3. District may deduct from any money due or to become due to Design-Build Entity subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Design-Build Entity fall behind the approved Progress Schedule in circumstances where it is substantially likely that District will be entitled to assess liquidated damages, District may deduct liquidated damages based on its estimated period of late completion. District need not wait until Final Completion to withhold liquidated damages from Design-Build Entity's progress payments. Should money due or to become due to Design-Build Entity be insufficient to cover aggregate liquidated damages due, then Design-Build Entity forthwith shall pay the remainder of the assessed liquidated damages to District.

**G. Differing Site Conditions**

1. In the event that Design-Build Entity encounters underground conditions that exceed the scope of the Work, then Design-Build Entity shall promptly give District written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (1) material that the Design-Build Entity 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, and is not within the scope of Work; (2) subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to Design-Build Entities prior to the deadline for submitting Proposals, that Design-Build Entity did not and could not have known about by performing its required pre-Proposal investigations; or (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 the contract, that Design-Build Entity did not and could not have known about by performing its required pre-Proposal investigations.
  - a. District shall promptly investigate the conditions, and if it finds that (i.) the conditions do materially so differ in a manner Design-Build Entity did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii.) cause a decrease or increase in the Design-Build Entity's cost of, or the time required for, performance of any part of the Work, then (iii.) District shall initiate a change order under the procedures described in the Contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01 26 00 (Modification Procedures).
  - b. If District determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or do not involve hazardous waste, or that Design-Build Entity should have anticipated the same through its required pre-Proposal investigations, or for any other reason that that no change in terms of the Contract Documents is justified, District will so notify Design-Build Entity in writing, stating reasons.
  - c. In the event that a dispute arises between District the Design-Build Entity whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the Design-Build Entity's cost of, or the time required for, performance of any part of the Work, the Design-Build Entity 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 Design-Build Entity shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between contracting parties.
2. Design-Build Entity shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Site conditions (whether above or below grade) if:
  - a. Design-Build Entity knew of the existence of such conditions at the time Design-Build Entity submitted its Proposal; provided, that this requirement shall not apply if the condition results from the District's failure to timely address a known condition which is expressly outside the scope of Design-Build Entity's Work;
  - b. Design-Build Entity should have known of the existence of such conditions at the time Design-Build Entity submitted its Proposal, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents,

including without limitation, the investigation requirements herein at Articles 2 and 10 of Document 00 71 00;

- c. The information or conditions claimed by Design-Build Entity to be Latent or materially different consist of information, conclusions, opinions or deductions made from underground conditions reports, of the kind that this Document 00 71 00 precludes reliance upon; or,
  - d. Design-Build Entity was required to give written notice and failed to do so within the time required.
3. If, because of a differing site condition as defined herein, Design-Build Entity does not agree to continue with the Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, District may order the disputed portion of Work deleted from the Work, or performed by others, or District may invoke its right to terminate Design-Build Entity's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Design-Build Entity does not agree with District's determination of any adjustment in the Contract Sum or Contract Time as a result, Design-Build Entity may make a claim as provided in Article 12 of this Document 00 71 00.

#### **H. Change Orders Related to Underground Facilities.**

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by District or in information on file at USA or is not otherwise reasonably known to Design-Build Entity by performing its obligations in Articles 2 and 10 of this Document 00 71 00, then Design-Build Entity shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 15 of this Document 00 71 00), identify the owner of such Underground Facility and give written notice to that owner and to District. During such time, Design-Build Entity shall be responsible for the safety and protection of such Underground Facility.
2. Design-Build Entity shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, for Underground Facilities either not shown or inaccurately shown in the Contract Documents, the information supplied pursuant to Document 00 31 19 (Geotechnical Data and Existing Conditions) or in information on file at USA, only where the inaccuracy was (i.) material and outside of the normal experience on projects of this nature, (ii.) was not reasonably inferable from existing information, and (iii.) directly results in a material, justifiable and actual increase in the cost of Design-Build Entity's work. For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, or if the Underground Facility could be determined or its cost impact mitigated by performing the obligations in Articles 2 and/or 10 of this Document 00 71 00, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated or was shown at a different place or a different elevation in the Contract Documents, in the information supplied to Design-Build Entity pursuant to Document 00 31 19 (Geotechnical Data and Existing Conditions), or in information on file at USA.
3. Main Line and Trunk Line Utilities (Government Code Section 4215). Consistent with Government Code Section 4215, as between District and Design-Build Entity, District will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 00 31 19 (Geotechnical Data and Existing Conditions). District will compensate for the cost of locating and repairing damage not due to Design-Build Entity's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 00 31 19 (Geotechnical Data and Existing Conditions) with reasonable accuracy, and equipment on the Project necessarily idled during such work.

### **15. WORKING CONDITIONS AND PREVAILING WAGES**

#### **A. Use Of Site/Sanitary Rules**

1. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Design-Build Entity shall furnish toilets for use of Design-Build Entity's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be

properly secluded from public observation, and shall be located, constructed and maintained subject to District's approval.

2. Design-Build Entity shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by District, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Design-Build Entity shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.
3. During the progress of the Work, Design-Build Entity shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Design-Build Entity shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Design-Build Entity shall leave the premises clean and ready for occupancy by District at Substantial Completion of Work. Design-Build Entity shall restore to original condition all property not designated for alteration by Contract Documents.
4. Design-Build Entity shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Design-Build Entity subject any part of Work or adjacent property to stresses or pressures that will endanger it. Design-Build Entity shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

**B. Protection Of Work, Persons, Property And Operations**

1. Design-Build Entity shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Design-Build Entity shall comply with all safety requirements specified in any safety program established by District, or required by state, federal or local laws and ordinances. Design-Build Entity shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to District's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by District in writing, Design-Build Entity shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any facilities, operations, or real or personal property of District, its officers, employees, agents, invitees, licensees, lessees or contractors.
2. Design-Build Entity shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Build Entity shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
3. Design-Build Entity shall remedy all damage, injury, loss or interruption to any property or operations of District or contiguous property owners, caused, directly or indirectly, in whole or in part, by Design-Build Entity, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Design-Build Entity's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. District and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Design-Build Entity's Work. Design-Build Entity shall give all notices required by potentially responsible insurance carriers and require that its Subcontractors and suppliers do the same.
4. Design-Build Entity shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
5. District may, at its option, retain such moneys due under the Contract Documents as District deems necessary until District receives satisfactory evidence that any and all suits or claims against Design-

Build Entity for injury to persons, property or operations are either settled, or adequately provided for (such as by insurance or otherwise).

**C. Responsibility For Safety And Health**

1. Design-Build Entity shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and District's safety regulations as amended from time to time. Design-Build Entity shall comply with all District directions regarding protective clothing and gear.
2. Design-Build Entity shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Design-Build Entity shall notify District, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Design-Build Entity's control. Design-Build Entity shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Design-Build Entity, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard. Design-Build Entity shall provide protective clothing and gear to all visitors to the Site.
3. Design-Build Entity shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed: District designated routes for ingress and egress thereto and any other District designated area. Except those routes for ingress and egress over which Design-Build Entity has no right of control, within such areas, Design-Build Entity shall provide safe means of access to all places at which persons may at any time have occasion to be present.

**D. Emergencies**

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Design-Build Entity, without special instruction or authorization from District, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by District. Design-Build Entity shall give District prompt written notice if Design-Build Entity believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If District determines that a change in the Contract Documents is required because of the action taken by Design-Build Entity in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action. Emergency contact names & phone numbers, where Design-Build Entity's Superintendent and Project Manager can be reached at any time, are to be provided to the District, within 10 days after issuance of a Notice to Proceed with Construction.

**E. Use Of Roadways And Walkways**

Design-Build Entity shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with District's prior concurrence, Design-Build Entity may provide detour or temporary bridge for traffic to pass around or over the interference, which Design-Build Entity shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Design-Build Entity shall bear the cost of these temporary facilities.

**F. Nondiscrimination**

No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every Design-Build Entity for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

**G. Prevailing Wages**

1. Design-Build Entity shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the

Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Design-Build Entity shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

2. Design-Build Entity shall forfeit, as a penalty to District, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this subparagraph and the terms of the Labor Code shall be withheld and retained from payments due to Design-Build Entity under the Contract Documents, pursuant to this Document 00 71 00 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by District. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.
3. Design-Build Entity shall insert in every subcontract or other arrangement which Design-Build Entity may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
4. Design-Build Entity stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813. Failure to so comply, including without limitation Labor Code Section 1776, shall constitute a default under this Contract.
5. Design-Build Entity and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.
  - a. Design-Build Entity and Subcontractors must keep accurate payroll records, showing the name, address, social security number, Work classification, straight time and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
  - b. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Design-Build Entity as required by Labor Code Section 1776.
    - (X) Design-Build Entity shall inform District of the location of records enumerated above, including the street address, city and county, and shall, within five working Days, provide a notice of a change of location and address.
    - (Y) Design-Build Entity or Subcontractor has 10 Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that Design-Build Entity or Subcontractor fails to comply with the ten-Day period, he or she shall, as a penalty to District on whose behalf the contract is made or awarded, forfeit \$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. Design-Build Entity is not subject to a penalty assessment pursuant to this subparagraph due to the failure of a Subcontractor to comply with this subparagraph.
  - c. Design-Build Entity shall also deliver certified payrolls to District with each Application for Payment as described in Section 01 29 00 (Payments and Completion).

#### **H. Environmental Controls**

1. Design-Build Entity shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under the Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017 and as required by Bay Area Air Quality Management District, water quality Best Management Practices.



Design-Build Entity shall be responsible for insuring that Design-Build Entity's employees, Subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

**I. Shoring Safety Plan**

1. At least five Days in advance of excavating any trench five feet or more in depth, Design-Build Entity shall submit to District a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
2. During the course of Work, Design-Build Entity shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Design-Build Entity will be solely responsible for any damage or injuries that may result from excavating or trenching. District's acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Design-Build Entity of its responsibilities under this subparagraph.
3. DSA must review and approve shoring of structures prior to commencement of shoring operations. Design-Build Entity shall submit shoring design sufficiently in advance of the Work as necessary to avoid delay.
4. Cal/OSHA Permit. Design-Build Entity shall comply with Labor Code 6500 and shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:
  - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
  - b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
  - c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
  - d. The underground use of diesel engines in mines or tunnels.

END OF DOCUMENT

## DOCUMENT 00 73 00

**SUPPLEMENTAL GENERAL CONDITIONS****1. SUMMARY**

This document includes requirements that supplement the paragraphs of Document 00 71 00 (General Conditions).

**2. SUPPLEMENT TO PARAGRAPH 7.1 GENERAL CONDITIONS, SECTION 00 71 00**

For the purposes of this contract, the District's Construction Planning Department (Michele Rudovsky, Project Manager) is the District's Representative.

**3. SUPPLEMENT TO 11.E Design-Build Entity to Locate Underground Facilities**

Before commencing work of digging trenches or excavation, Design-Build Entity shall meet with the College's Chief Facilities Engineer to ascertain if the maintenance staff have knowledge of underground utilities in the vicinity of the trench or excavation, which are not shown on drawings or indicated by USA.

**4. SUPPLEMENT TO 14.D Non-Compensable Time Extensions; Adverse Weather Parameters**

Rain parameters are as follows, pro-rated in the individual month Contractor starts and finishes Work: January, [8]; February, [5]; March, [6]; April, [3]; May, [1]; June, [0]; July, [0]; August, [0]; September, [0]; October, [2]; November, [5]; and December, [6].

In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed .1 of an inch or more at the San Mateo, California station, as measured by the National Oceanic & Atmospheric Administration.

**5. Supplement to Paragraph 15.2.I GENERAL CONDITIONS, SECTION 00 71 00**

- a. The College activities and events occurring at the end of the Fall 2008 and during the Spring 2009 Semesters, which are representative of the types of activities/events during any given semester, include at least the following:

<b>Date</b>	<b>Event</b>
Thu Dec 18, 2008	Day and evening classes close
Sat Jan 17, 2009 to Sun Jan 18, 2009	Declared Recess
Mon Jan 19, 2009	Holiday - Martin Luther King
Tue Jan 20, 2009	Day and evening classes begin
Tue Jan 20, 2009	Spring 2009 Semester begins
Fri Feb 13, 2009	Holiday - Abraham Lincoln
Sat Feb 14, 2009 to Sun Feb 15, 2009	Declared Recess
Mon Feb 16, 2009	Holiday - President's Day
Mon Apr 6, 2009 to Sun Apr 12, 2009	Spring Recess
Sat May 23, 2009 to Sun May 24, 2009	Declared Recess
Mon May 25, 2009	Holiday - Memorial Day

Tue May 26, 2009 to Sun May 31, 2009	Final Examinations for day and evening classes
Fri May 29, 2009	Commencement exercises
Fri May 29, 2009	Day classes close
Mon Jun 1, 2009	Evening classes close
Mon Jun 22, 2009	Summer 2009 Session begins

- b. Contractor is advised to consult the College's website, at <http://collegeofsanmateo.edu/> for information about the College activities and events.
- c. Contractor is advised to consult the District's website, at <http://sharepoint.smccd.edu/SiteDirectory/portal/District%20Information/Forms/AllItems.aspx?RootFolder=%2fSiteDirectory%2fportal%2fDistrict%20Information%2fCalendar&FolderCTID=&View=%7bB7F96E38%2d4E8B%2d4268%2dA31E%2dBE26480A94B2%7d>, for access to the Academic Calendar.

**6. Supplement to Paragraph 1.4.A SITE SECURITY AND SAFETY, SECTION 01 56 00**

For this project the Contractor's employee parking area during the construction phase of work is:

- a. Two parking spaces will be made available adjacent to the building in which work is occurring.
- b. Additional parking spaces will be made available in Parking Lot 1.

End of Document

DOCUMENT 00 73 06

**SUPPLEMENTAL GENERAL CONDITIONS – SMCCCD DESIGN STANDARDS**

**1. SUMMARY**

This document includes requirements that supplement the paragraphs of Document 00 71 00 (General Conditions).

**2. SMCCCD DESIGN STANDARDS CHECKLIST**

The District has developed Design Standards and Construction Specifications. The District provides this information to establish design and construction consistency, operational efficiency and maintainability, while ensuring first class teaching and learning facilities. The design standards represent the District's opinion of best value for expenditure and are aligned with the District's long range goals.

The Design Standards and Construction Specifications can be found at [SMCCCD Design Standards \(http://www.smccd.edu/accounts/smccd/departments/facilities/DesignStandards.shtml \)](http://www.smccd.edu/accounts/smccd/departments/facilities/DesignStandards.shtml)

Design-Build Entity shall submit with its Proposal Exhibit 1, Design Standards Review Checklist, of this Document 00 73 06 Supplemental Conditions – SMCCCD Design Standards, to verify that Design-Build Entity has reviewed and understands District's Design Standards and Construction Specifications. The Checklist allows the Design-Build Entity to state whether it will conform or not to those standards.

End of Document

[Exhibit 1 to 00 73 06 Supplemental Conditions, Design Standards Review Checklist, attached]

Exhibit 1 to 00 73 06 Supplemental General Conditions - SMCCCD Design Standards (to be submitted with Design-Build Entity's Proposal)						
SMCCCD Design Standards & Construction Specifications Review Checklist						
DIVISION NO.	SECTION NO.	SECTION TITLE	VERSION	DBE has read this Section	DBE plans to conform to this Section	DBE does not plan to conform to this Section
<b>A SMART PERSON WOULD START HERE</b>						
		A Smart Person Would Start Here	V.2.2007.10.27			
<b>BIG PICTURE DESIGN STANDARD TOPICS</b>						
		Acoustical Design Standard	V.1.2007.07.05			
		Building, Room, Stairway and Elevator Numbering Protocol Design Standard	V.1.2008.03.17			
		Drawing Design Standard	V.1.2008.12.27			
		Custodial & Maintenance Closets Design Standard	V.1.2008.12.27			
		Emergency Vehicle Access & Fire Protection Considerations Design Standard	V.3.2008.11.16			
		Physical Access Controls & Security Management System Design Standard	V.2.2007.05.15			
		Restrooms Design Standard	V.2.2008.05.14			
		Site Work Grading	V.1.2007.10.17			
		Space Design Standard - Administrative Areas	V.2.2008.04.20			
		Space Design Standard - Circulation Areas	V.1.2008.12.27			
		Space Design Standard - Instructional Areas	V.3.2008.05.04			
		Space Design Standard - Space Allocation Guideline	V.2.2008.06.17			
		Structural Design Guidelines Design Standard	V.1.2007.06.28			
		Sustainability Design Standard	V.1.2007.10.27			
		Telecommunications Infrastructure Design Standard	V.3.2008.03.06			
		The Inspired Design Standard	V.1.2008.12.27			
		The Uglier Design Standard	V.2.2008.03.17			
<b>DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS</b>						
<b>DIVISION 01 – GENERAL REQUIREMENTS</b>						
	01 91 00	Commissioning Design Standard	V.1.2007.02.25			
	01 91 13	Commissioning Requirements Construction Specification	V.1.2007.10.27			
<b>DIVISION 02 – EXISTING CONDITIONS</b>						
<b>DIVISION 03 – CONCRETE</b>						
<b>DIVISION 05 – METALS</b>						
<b>DIVISION 06 – WOOD, PLASTICS AND COMPOSITES</b>						
<b>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</b>						
	07 00 00	Roofing Design Standard	V.1.2008.12.27			
<b>DIVISION 08 – OPENINGS</b>						
	08 11 13	Hollow Metal and Wood Doors	V.2.2008.12.01			
	08 14 16	Hollow Metal and Wood Doors	V.2.2008.12.01			
	08 16 13	FRP Flush Doors				
	08 16 13	FRP Doors Design Standard	V.3.2008.06.24			
<b>DIVISION 09 – FINISHES</b>						
	09 30 13	Ceramic Tile Design Standard	V.3.2008.12.20			
	09 51 23	Acoustical Panel Ceiling Design Standard	V.1.2007.07.26			
	09 65 00	Resilient Flooring Design Standard	V.3.2008.11.30			
	09 68 00	Carpeting Design Standard	V.1.2007.10.10			
	09 68 00	Carpeting Construction Specification	V.1.2008.12.27			
	09 91 13	Exterior Painting Design Standard	V.2.2008.11.30			
	09 91 23	Interior Painting Design Standard	V.2.2008.03.07			
<b>DIVISION 10 – SPECIALTIES</b>						
	10 00 00	Miscellaneous Specialties	V.1.2007.08.26			
	10 11 00	Visual Display Surfaces Design Standard	V.1.2008.12.27			
	10 11 16	Markerboard Design Standard	V.1.2008.12.27			
	10 11 23	Tackboard Design Standard	V.1.2008.12.27			
	10 14 16	Interior Signage Design Standard	V.1.2008.12.27			
	10 21 13	Toilet Compartments Construction Specification	V.2.2007.06.26			
	10 26 00	Wall Protection Design Standard	V.1.2007.10.10			
	10 56 29	Storage Racks	V.1.2008.12.27			
	10 75 00	Flagpoles Design Standard	V.1.2007.10.27			

<b>DIVISION 11 – EQUIPMENT</b>			
11 12 16	Parking Permit Dispensers		V.1.2008.12.27
11 21 23	Vending Machines		V.1.2007.10.27
11 82 13	Solid Waste Bins		V.1.2008.12.27
11 82 23	Recycling Equipment		V.1.2008.12.27
<b>DIVISION 12 – FURNISHINGS</b>			
12 20 00	Window Treatments Design Standard		V.1.2007.07.25
12 20 00	Window Treatments Construction Specification		V.1.2007.10.27
12 30 00	Casework Design Standard		V.1.2008.03.09
12 36 00	Countertops Design Standard		V.1.2007.10.27
12 46 33	Waste Receptacles		V.1.2007.10.27
12 48 13	Entrance Floor Mats Design Standard		V.1.2007.07.05
12 50 00	Cañada College Furniture Finishes Design Standard		V.1.2007.10.27
12 50 00	College of San Mateo Furniture Finishes Design Standard		V.2.2008.08.07
12 50 00	Skyline College Furniture Finishes Design Standard		V.2.2008.08.07
12 56 00	Institutional Furniture		V.1.2008.05.07
12 93 13	Bicycle Racks Design Standard		V.1.2007.07.05
12 93 23	(Exterior) Trash and Litter Receptacles Design Standard		V.1.2007.10.14
12 93 43	Outdoor Furniture & Site Seating Design Standard		V.2.2008.01.16
<b>DIVISION 13 – SPECIAL CONSTRUCTION</b>			
<b>DIVISION 14 – CONVEYING EQUIPMENT</b>			
14 20 00	Elevators Design Standard		V.4.2008.12.01
<b>DIVISION 21 – FIRE SUPPRESSION</b>			
21 00 00	Basic Fire Protection Design Standard		V.1.2007.07.02
<b>DIVISION 22 – PLUMBING</b>			
22 00 00	Basic Plumbing Systems Design Standard		V.3.2008.03.29
22 05 12	Plumbing Pipe and Fittings Design Standard		V.2.2008.03.29
22 05 13	Common Motor Requirements for Plumbing Equipment Design Standard		V.1.2007.07.02
22 05 23	General Duty Valves for Plumbing Piping Design Standard		V.1.2007.07.02
22 05 29	Hangers and Supports for Plumbing Piping and Equipment Design Standard		V.1.2007.07.02
22 05 48	Vibration and Seismic Controls for Plumbing Piping and Equipment Design Standard		V.1.2007.07.02
22 05 53	Identification for Plumbing Piping and Equipment Design Standard		V.1.2007.07.02
22 07 00	Plumbing Systems Insulation Design Standard		V.1.2007.07.02
22 11 13	General Plumbing Piping Systems Design Standard		V.1.2007.07.02
22 30 00	Plumbing Equipment Design Standard		V.1.2007.07.02
22 40 00	Plumbing Fixtures Design Standard		V.1.2007.07.02
22 47 13	Drinking Fountains Design Standard		V.1.2007.07.02
<b>DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)</b>			
23 00 00	Basic HVAC System Design Standard		V.2.2008.10.28
23 05 10	HVAC Piping Design Standard		V.2.2008.07.08
23 05 13	Common Motor Requirements for HVAC Equipment Design Standard		V.1.2007.07.02
23 05 19	HVAC Metering and Monitoring Design Standard		V.2.2008.05.19
23 05 23	General Duty Valves for HVAC Design Standard		V.1.2007.07.02
23 05 29	Hangers and Supports for HVAC Piping and Equipment Design Standard		V.1.2007.07.02
23 05 48	Vibration and Seismic Controls for HVAC Piping and Equipment Design Standard		V.1.2007.07.02
23 05 53	Identification for HVAC Piping, Ductwork and Equipment Design Standard		V.1.2007.07.02
23 05 93	Testing, Adjusting and Balancing Design Standard		V.1.2007.07.02
23 07 00	HVAC Insulation Design Standard		V.1.2007.07.02
23 09 13	Variable Frequency Drives Design Standard		V.1.2007.07.02
23 11 23	Facility Natural Gas Systems Design Standard		V.1.2007.07.02
23 21 05	Hydronic Piping Systems Design Standard		V.1.2007.07.02
23 21 10	Heating Water Systems Design Standard		V.1.2007.07.02
23 21 15	Chilled Water Systems Design Standard		V.1.2007.07.02
23 21 20	Hydronic Pumps Design Standard		V.1.2007.07.02
23 31 00	Ductwork Design Standard		V.1.2007.07.02
23 33 00	Ductwork Accessories Design Standard		V.1.2007.07.02
23 34 00	Fans Design Standard		V.1.2007.07.02
23 36 00	Air Terminal Units Design Standard		V.1.2007.07.02
23 37 00	Air Outlets and Inlets Design Standard		V.1.2007.07.02
23 52 00	Heating Boilers and Accessories Design Standard		V.1.2007.07.02
23 62 00	Refrigeration Design Standard		V.1.2007.07.02
23 74 00	Packaged Air Conditioning Units Design Standard		V.1.2007.07.02
23 75 00	Air Handling Units Design Standard		V.1.2007.07.02
23 81 46	Water-to-Air Heat Pumps Design Standard		V.1.2007.07.02
23 83 15	Hydronic Floor Heating and Cooling System Design Standard		V.1.2007.07.02

<b>DIVISION 25 – INTEGRATED AUTOMATION</b>			
25 55 00	Integrated Automation Facility Controls (Building Management System) Design Standard	V.1.2008.02.21	
25 55 00	Building Management and Control System Construction Specification	V.2.2008.02.21	
<b>DIVISION 26 – ELECTRICAL</b>			
26 00 00	Basic Electrical Requirements Design Standard	V.2.2007.10.27	
26 05 13	Medium Voltage Cables Design Standard	V.1.2007.07.03	
26 05 19	Wires, Cables and Connectors Design Standard	V.1.2007.07.03	
26 05 26	Grounding Design Standard	V.1.2007.07.03	
26 05 33	Raceways Design Standard	V.1.2007.07.03	
26 05 34	Boxes Design Standard	V.1.2007.07.03	
26 05 48	Supporting Devices Design Standard	V.1.2007.07.03	
26 05 53	Electrical Identification Design Standard	V.1.2007.07.03	
26 08 05	Electrical Acceptance Testing Design Standard	V.1.2007.07.03	
26 09 21	Occupancy Sensors Design Standard	V.1.2007.07.03	
26 09 23	Daylighting Controls Design Standard	V.1.2007.07.03	
26 12 00	Liquid Type Transformers Design Standard	V.1.2007.07.03	
26 22 00	Dry-Type Transformers Design Standard	V.1.2007.07.03	
26 24 00	Switchboard Design Standard and Distribution Panelboards Design Standard	V.1.2007.07.03	
26 24 19	Motor Controls Design Standard	V.1.2007.07.03	
26 27 13	Electricity Metering and Monitoring Design Standard	V.2.2008.05.19	
26 27 26	Wiring Devices Design Standard	V.1.2007.10.27	
26 28 00	Overcurrent Protective Devices Design Standard	V.1.2007.07.03	
26 28 19	Circuit and Motor Disconnects Design Standard	V.1.2007.07.03	
26 50 00	Lighting Design Standard	V.1.2007.10.27	
<b>DIVISION 27 – COMMUNICATIONS</b>			
27 00 00	Telecommunications Basic Requirements Construction Specification	V.2.2007.06.26	
27 05 26	Telecommunications Bonding Construction Specification	V.2.2007.06.26	
27 05 28	Telecommunications Building Pathways Construction Specification	V.2.2007.06.26	
27 08 00	Telecommunications Testing Construction Specification	V.2.2007.06.26	
27 11 00	Telecommunications Rooms Construction Specification	V.2.2007.06.26	
27 13 10	Telecommunications Backbone ISP Cabling Construction Specification	V.2.2007.06.26	
27 13 14	Telecommunications Backbone OSP Twisted-Pair Cabling Construction Specification	V.2.2007.06.26	
27 13 24	Telecommunications Backbone OSP Fiber Cabling Construction Specification	V.2.2007.06.26	
27 15 13	Telecommunications Horizontal Cabling Construction Specification	V.2.2007.06.26	
27 53 13	Central Clock System Design Standard	V.2.2007.03.06	
<b>DIVISION 28 – ELECTRONIC SAFETY AND SECURITY</b>			
28 00 00	Basic Security System Requirements Construction Specification	V.2.2007.06.26	
28 05 13	Security System Cabling Standard Construction Specification	V.3.2008.11.16	
28 05 53	Security System Labeling Standard Construction Specification	V.2.2007.06.26	
28 08 00	Security System Commissioning Standard Construction Specification	V.3.2008.11.16	
28 13 00	Access Controls and Alarm Monitoring Standard Construction Specification	V.2.2007.06.26	
28 23 00	Video Surveillance System	V.1.2008.11.16	
28 31 00	MXL Fire Alarm Control Panel Device Descriptors Design Standard	V.2.2008.05.30	
<b>DIVISION 31 – EARTHWORK</b>			
31 00 00	Earthwork and Grading Construction Specification	V.1.2007.07.06	
31 10 00	Site Preparation Construction Specification	V.1.2007.07.06	
31 23 33	Trenching, Backfilling and Compacting Construction Specification	V.2.2008.11.16	
<b>DIVISION 32 – EXTERIOR IMPROVEMENTS</b>			
32 00 00	Cañada College Campus Exterior Design Standard	V.2.2008.01.16	
32 00 00	College of San Mateo Campus Exterior Design Standard	V.1.2007.09.30	
32 00 00	Skyline College Campus Exterior Design Standard	V.1.2007.07.09	
32 00 01	Sitework & Grading Design Standard	V.4.2008.10.09	
32 00 02	Site Data - District Supplied Documentation	V.1.2008.12.27	
32 10 00	Demolition Construction Specification	V.1.2007.07.06	
32 12 33	Paving and Surfacing Construction Specification	V.1.2007.07.06	
32 17 23	Pavement Marking Construction Specification	V.1.2007.07.06	
32 32 13	Portland Cement Concrete retaining Walls	V.1.2008.11.10	
32 50 00	Restoration of Surfaces Construction Specification	V.1.2007.07.06	
<b>DIVISION 33 – UTILITIES</b>			
33 00 00	Utilities Design Standard	V.4.2008.04.02	
33 10 00	Water Systems Construction Specification	V.1.2007.07.06	
33 30 00	Sanitary Sewer Construction Specification	V.2.2008.08.06	
33 40 00	Storm Drainage Construction Specification	V.1.2007.07.06	
33 50 00	Natural Gas Distribution Piping Construction Specification	V.1.2007.07.06	
<b>DIVISION 34 – TRANSPORTATION</b>			
34 00 00	Transportation Design Standard	V.2.2007.10.26	

**SECTION 00 73 17  
INSURANCE**

**PART 1 GENERAL**

**1.0 Section Includes**

1. Introduction and Owner-Controlled Insurance Program (OCIP) Overview
2. District-Provided Insurance
3. Required Contractor-Provided Insurance Coverage
4. Additional Requirements
5. Forms

**1.1 Introduction and Owner-Controlled Insurance Program (OCIP) Overview**

The District has elected to implement an Owner Controlled Insurance Program (“OCIP”). The District agrees to pay all premiums associated with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP. Contractor’s / Subcontractor’s bid shall exclude any and all costs for insurance coverage provided under the OCIP.

The OCIP will provide Workers’ Compensation, Employer’s Liability, General Liability, Excess Liability, Contractors’ Pollution Liability, and Builders Risk insurance for eligible Contractors/Subcontractors providing direct, on-site labor to the District’s Project, hereinafter called the “Project”. Coverage provided by the OCIP is project site specific. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

**Off-site locations, labor and operations are not covered by the OCIP.** It will be the responsibility of each contractor / subcontractor to maintain off-site insurance, as identified in Paragraph 3.0, which specifies coverage types and minimum limits. **Contractors/subcontractors are also required to provide Automobile Liability coverage for both on-site and off-site activities.**

**Keenan & Associates**, herein after called “Program Administrator”, shall administer the OCIP on behalf of the District. All Contractors/Subcontractors are required to cooperate with the District and its Program Administrator in all aspects of administering the OCIP. The Program Administrator’s contact information is as follows:

**Keenan & Associates**

SEWUP Department

2355 Crenshaw Blvd., Ste. #200

Torrance, CA. 90501

Attention: Ms. Sandy Nottingham, OCIP Administrator

Phone: (310)212-3344 ext. 2006, Fax: (310)787-8838

E-mail: snottingham@keenana.com

**1.2 APPLICABILITY OF THE OCIP**

**A. Eligibility**

Eligible Contractors/Subcontractors includes those providing direct, on-site labor on the Project. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible Contractor includes, but is not limited to, consultants; suppliers who do not perform or do not subcontract installation; demolition that includes abatement and hazardous materials removal; vendors; materials dealers; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed. However, if contracted with an on-site



installer, suppliers/vendors should be enrolled in the OCIP only for General Liability, as it pertains to the contractual relationship of the installer's on-site work.

Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred to the Program Administrator.

#### B. Participation

Participation in the OCIP is mandatory but not automatic. Document 00 11 19 – Instructions to Bidders and Document 00 41 00 – Bid Form require submission of an *Insurance Qualification Form* at the time bids are submitted to the District. Pursuant to Government Code Section 4420.5, a Bidder and all identified Subcontractors must meet certain minimum standards for bids to be deemed responsive:

1. The number of allowable Serious and Willful violation findings (Labor Code Section 6300) against the Bidder's Design-Build Entity/Subcontractors by the Workers Compensation Appeals Board in the past five (5) years shall not exceed:
  - 1 to 3 Design-Build Entity/Subcontractors – a maximum of 1 Serious and Willful Violation
  - 4 to 6 Design-Build Entity/Subcontractors – a maximum of 2 Serious and Willful Violations
  - 7 or more Design-Build Entity/Subcontractors – a maximum of 3 Serious and Willful Violations
2. 100% of the listed firms must provide evidence of an Injury and Illness Prevention Program (IIPP)
3. Bidder's current published Workers' Compensation Experience Modification Factor (EMR) at bid opening shall not be greater than 1.25. 75% of the listed subcontractors must have an EMR of 1.25 or less averaged over the last three published years.

Failure of prospective bidders to participate in the mandatory insurance qualification process pursuant to Government Code Section 4420.5 shall disqualify them from participating in the Project as a Contractor/Subcontractor.

#### C. Post- Contract Award Enrollment

Document 00 51 00 – Notice of Award requires submission of a completed *Contract Enrollment Form* and a *Certificate of Insurance* as referenced in Section 1.5 and 1.6. An eligible Design-Build Entity/Subcontractor is not enrolled in the OCIP until the Program Administrator validates the *Contract Enrollment Form* and *certificates* by issuing a written notification to Design-Build Entity/Subcontractor.

Any Design-Build Entity/Subcontractor who enrolls in the OCIP after their start date will have to provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Enrollment is not guaranteed until acceptance of the enrollment documentation by the insurance carrier.

#### D. Reporting Requirements

##### 1. Payroll Reporting

###### ➤ Workers' Compensation Insurance Rating Bureau Requirements

Once an Eligible Design-Build Entity/Subcontractor is enrolled into the OCIP, the Program Administrator will issue a separate Workers' Compensation Policy. All Enrolled Contractors/Subcontractors will need to comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB).

###### ➤ Project Site Monthly Payroll Report

*Project Site Monthly Payroll Reports* must be submitted to the Program Administrator on a monthly basis, until the completion of the contract. This report must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. If the *Project Site Monthly Payroll Report* is not submitted to

Program Administrator on a monthly basis, the Construction Manager and/or District can withhold payment until the report is received. Contractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP Insurance Carrier. At the end of each contract, a carrier audit may be performed using the reported payroll.

## 2. Contractor's Completion Notice

*Contractor's Completion Notice* must be submitted to the Program Administrator upon completion of work at the Project Site, which includes punch list items, but not warranty work. This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their Work at the Project Site. This information is subsequently submitted to the WCIRB.

### 1.3 DISTRICT-PROVIDED INSURANCE (OCIP)

- A. **Workers' Compensation and Employer's Liability Insurance**, will be provided by the Program Administrator, in accordance with applicable state laws, to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
- ▶ Workers' Compensation – California Statutory Benefits
  - ▶ Employer's Liability
    - \$1,000,000 Bodily Injury each Accident
    - \$1,000,000 Bodily Injury by Disease – Policy Limit
    - \$1,000,000 Bodily Injury by Disease – Each Employee
  - ▶ Deductible: None
- B. **General Liability Insurance**, placed by the Program Administrator, will be provided on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
- ▶ \$5,000,000 Bodily Injury and Property Damage Liability
  - ▶ \$10,000,000 General Aggregate
  - ▶ \$5,000,000 Products and Completed Operations
  - ▶ 10 Years Completed Operations
  - ▶ Limits are per Project
  - ▶ Deductible: None
- C. **Excess Liability Insurance**, placed by the Program Administrator, will be provided on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
- ▶ \$25,000,000 Bodily Injury and Property Damage Liability
  - ▶ \$25,000,000 General Aggregate
  - ▶ \$25,000,000 Products and Completed Operations
  - ▶ 10 Years Completed Operations
  - ▶ Deductible: None
- D. **Contractor's Pollution Liability**, placed by the Program Administrator, will be provided on a "Claims Made" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
- ▶ \$25,000,000 Each Loss/Annual Aggregate
    - Claims expense, including defense cost, within limits

- ▶ \$10,000 Deductible, Per Claim
  - The party legally responsible for any loss or damage shall, to the extent of such responsibility, pay the deductible

E. **Builders Risk**, property insurance purchased and maintained by the District, during the course of construction, at the Project Site. The coverage is maintained until Final Completion has been achieved. Such property insurance shall be written on a repair or replacement cost basis, subject to standard exclusions, property limitations and conditions. Such insurance shall include the interests of the District and Contractors/Subcontractors during the Course of Construction and shall provide broad coverage.

A deductible of \$10,000-\$25,000 (\$50,000 on structural renovation work), which shall be determined by the type of construction, will apply to each occurrence. The deductible amount will be paid by the party or parties responsible for the loss or damage and will not be reimbursed by the OCIP Insurance Program.

**1.4 OCIP CERTIFICATES AND POLICIES**

The OCIP Program Administrator will provide each enrolled Design-Build Entity/Subcontractor their own Workers’ Compensation policy. Certificates of Insurance will be furnished for the General Liability, any Excess Liability, Contractor’s Pollution Liability, and Builders Risk coverage. These policies are available for review by the Design-Build Entity/Subcontractor, upon request to the District or the Program Administrator. Such policies or programs may be amended from time to time and the terms of such policies or programs are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

**1.5 REQUIRED CONTRACTOR-PROVIDED INSURANCE COVERAGE UNDER AN OCIP**

For any work under this contract, and until completion and final acceptance of the work by the District, the Contractors/Subcontractors shall, at their own expense provide the following coverage for off-site locations, labor, and operations before commencing work on the Project Site. Automobile Liability Insurance must be maintained for both on-site and off-site operations. See Paragraph 1.6 for Certificate Holder specification. Furthermore, the policies shall provide not less than sixty (60) days prior written notice to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

A. **General Liability Insurance**, minimum limits of liability are as follows:

	<u>Prime Contractor</u>	<u>Subcontractor</u>
▶ Bodily Injury and Property Damage	\$2,000,000	\$1,000,000
▶ Per Occurrence	\$2,000,000	\$1,000,000
▶ General Aggregate	\$2,000,000	\$1,000,000
▶ Products/Completed Operations Aggregate	\$2,000,000	\$1,000,000
▶ Personal/Advertising Injury Aggregate	\$2,000,000	\$1,000,000

The policy shall be endorsed to exclude the Project.

Note: If an enrolled participant in the OCIP chooses to have the policy endorsed to include the Project site during the construction period, coverage should be excess and/or difference in conditions (DIC) of the OCIP. This cost is not permitted to be passed back to Owner. Inclusion of the Project site on such insurance policies shall not replace the OCIP coverage or otherwise affect the cost identification requirement in Section 1.1.2.

B. **Automobile Liability Insurance**, must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors with the following limits of liability:

	<u>Prime Contractor</u>	<u>Subcontractor</u>
Bodily Injury and Property Damage	\$2,000,000	\$1,000,000

**C. Workers' Compensation and Employer's Liability Insurance (off-site)**

- ▶ Workers' Compensation –Statutory Benefits - All States
- ▶ Employer's Liability
  - \$1,000,000 Bodily Injury each Accident
  - \$1,000,000 Bodily Injury by Disease – Policy Limit
  - \$1,000,000 Bodily Injury by Disease – Each Employee

The policy shall be endorsed to exclude the Project.

**D. Professional Liability Insurance**, if Contractor's work requires design and/or design-assist services, Contractor shall purchase and maintain, at its sole cost and expense Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this Agreement, the limits of which shall not be less than the following:

- ▶ \$2,000,000, Per Claim/Aggregate
- ▶ Deductible or self-insured retention amount must not be greater than \$100,000, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

**E. Environmental and Asbestos Abatement Coverages**, if the Contractor's/Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Design-Build Entity/Subcontractor shall be required to provide coverage, with limits not less than \$1,000,000 per claim basis, for such exposures subject to requirements and approval of the District.**F. Aircraft or Watercraft Liability Insurance**, if any Design-Build Entity/Subcontractor, requires the use of Aircraft, including helicopters, or Watercraft at the Project Site, the Design-Build Entity/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". Design-Build Entity/Subcontractor shall be required to provide coverage, with limits not less than \$1,000,000 per claim basis, for such exposures subject to requirements and approval of the District.**G. Personal Property:** All Contractors'/Subcontractors' shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased or rented by any Design-Build Entity/Subcontractor. Contractors/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.**H.** The OCIP is intended to provide broad coverages and high limits to all Enrolled Contractors/Subcontractors. The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that adequately addresses the risks of the Contractors/Subcontractors.

Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any type of insurance or any increase of limits of liability not described in this Section, which the

Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and expense.

## 1.6 REQUIRED CONTRACTOR-PROVIDED CERTIFICATES OF INSURANCE

### A. Required Endorsements:

1. Certificate shall name San Mateo County Community College District, its Board of Trustees, and their employees, representatives, consultants, agents and Architect/Engineer as additional insured, but only with respect to liability arising out of the activities of the Named Insured for Auto Liability.
2. Each such policy shall apply separately to each insured against which claim is made or suit is brought, except with respect to the limit of the insurance company's liability.
3. Insurance shall be primary and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured, except when covered by the OCIP.
4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against District and all additional insured, as well as other insurance carriers for the Work
5. Insurance certificates shall be addressed to:

**San Mateo County Community College District**  
c/o Statewide Educational Wrap Up Program (SEWUP)  
2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501

- B. Certificates of insurance and endorsements shall have clearly typed thereon District Bid Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to District (Attention: Contract Administration/Inspection) at the address listed in Section 00 52 00 (Agreement), sixty (60) Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon District's request, Contractor shall submit to District, within thirty (30) Days, copies of the actual insurance policies or renewals or replacements.

## 1.7 ADDITIONAL REQUIREMENTS

### A. Waiver of Subrogation and District Indemnification

With respect to their work on the Project Site:

- District waives all rights of subrogation and recovery against the Contractors/ Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
- Contractors/Subcontractors waive all rights of subrogation and recovery against the District and other Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
- The Contractors/Subcontractors are obligated to indemnify the District for damages or claims not covered by the OCIP.

### B. No Release

The provision of the OCIP, by the District, will in no way be interpreted as relieving the Contractors/Subcontractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

C. Coverage to be Provided by Design-Build Entity/Subcontractor During Warranty Period

OCIP coverage terminates on the Project's Final Acceptance Date. Contractors/subcontractors who return to the Project Site after this date, for any reason, do so under their own insurance coverage.

D. Change Order Pricing

Change Order pricing shall exclude any costs relating to insurance coverage afforded under the OCIP.

E. Duties in the Event of a Loss

Contractors/Subcontractors are required to report any and all losses, which include potential losses, promptly to the Insurance Company, Program Administrator and District. A full description and details of the incurred loss are also required.

The Design-Build Entity/Subcontractor shall assist the District, its agents, and the Program Administrator, by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the District's Insurers in claims and demands that arise out of the Work and that the Insurers are called upon to adjust.

F. Safety Program Requirements

Design-Build Entity/Subcontractors are required to adhere to the requirements outlined in Section 01 56 00 – Site Security and Safety.



**STATEWIDE EDUCATIONAL WRAP-UP PROGRAM  
INSURANCE QUALIFICATION FORM**

**TO BE EXECUTED BY ALL CONTRACTORS AND SUBMITTED WITH PROPOSAL**

As described in the bidding documents, the District has elected to implement an Owner Controlled Insurance Program (OCIP) for this Project. Pursuant to Government Code Section 4420.5, the District must conduct a bid evaluation to assess whether prospective bidders, including Contractors and Subcontractors of all tiers, meet minimum occupational, safety, and health qualifications established by the District. In order to complete this evaluation, all prospective bidders, of every tier, must submit the following information and satisfy the minimum standards established by the District for inclusion in the Program.

1.	Current Year Workers' Compensation Experience Modifier:	
	Workers' Compensation Bureau ID #:	
2.	Number of Serious and Willful violations (Labor Code Section 6300 et seq) that have been actually awarded against you in the last:	
	Five (5) Years?	
3.	Attach a copy of the following as evidence of your Injury & Illness Prevention Program (IIPP) (Labor Code Section 6401.7 and Cal OSHA regulation: CCR Title 8, #3203) Sample IIPP Programs can be obtained on the Cal OSHA web site at <a href="http://www.dir.ca.gov/title8/3203.html">www.dir.ca.gov/title8/3203.html</a> <ul style="list-style-type: none"> <li>• Table of Contents of your Safety Program</li> <li>• A full copy of the IIPP is not required at time of bid submission</li> </ul>	

Pursuant to Government Code Section 4420.5, CONTRACTORS AND SUBCONTRACTORS must meet certain minimum standards to enable the District to use an OCIP. The District and its SEWUP JPA have determined that the Contractors/Subcontractors must meet the following minimum standards.

- The number of allowable Serious and willful violations (Labor Code Section 6300 et seq) awarded against the Design-Build Entity/Subcontractors in the past Five (5) Years shall not exceed:
  - 1 to 3 Contractors/Subcontractor      maximum of 1 Serious and Willful Violations
  - 4 to 6 Contractors/Subcontractor      maximum of 2 Serious and Willful Violations
  - 7 or more Contractors/Subcontractor      maximum of 3 Serious and Willful Violations
- 100% of the listed firms must provide evidence Injury & Illness Prevention Program (IIPP)
- 85% of the listed firms must have a Workers' Compensation Experience Modification Factor (EMR) of 1.10 or less. Under no circumstances will a Design-Build Entity/Subcontractor with an EMR of greater than 1.25 be allowed to enroll in the OCIP.

**IMPORTANT: BIDDING CONTRACTORS AND SUBCONTRACTORS OF ALL TIERS SHALL COMPLETE AND RETURN the Insurance Qualification Form and evidence of IIPP to the DISTRICT with bid submission, on or before the date and time specified in the Notice to Bidders as part of your bid package.**

Failure of prospective bidders to timely submit the required information or to satisfy the minimum occupational safety and health qualifications shall disqualify them from participation in the Project. Any bid submitted by a Contractor that has not, or which lists as a Subcontractor an entity that has not, participated in the insurance qualification process and satisfied the minimum occupational safety and health qualifications established to bid on the Project, shall render the bid non-responsive.

I declare under penalty of perjury, under the laws of the State of California, that the information provided on and with this form is true, correct, and complete.

Contractor Name:		Contractor License #:	
Address, City, State, Zip:			
Phone:		Fax #:	

Contact Person Name:		Title:	
Signature:			

Administrator: Keenan & Associates, SEWUP Dept., 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501  
Ph (310) 212-3344, Fax (310) 787-8838 License #0451271



**Statewide Educational Wrap-Up Program  
CONTRACTOR ENROLLMENT FORM**

**TO BE EXECUTED BY AWARDED CONTRACTOR AND SUBMITTED WITH EXECUTED CONTRACT  
(Do not submit with Bid)**





**STATEWIDE EDUCATIONAL WRAP UP PROGRAM**

**CONTRACTOR ENROLLMENT FORM**

District Name:	San Mateo County Community College District		
Project Name:			

**Contractor Information**

Contractor/Subcontractor (Legal Name):			
If you are a subsidiary and / or division of another company, please indicate the name on file with the bureau:			
Address:			
City:	State:	Zip:	
Name & Title Of Person(S) To Contact:	E-Mail Address:		
Phone Number: ( )	Fax:		
Contractor License #:	Federal Id #:		
Entity: <input type="checkbox"/>	Sole Proprietorship: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Corp: <input type="checkbox"/> Other: <input type="checkbox"/>
Payroll/Accounting Contact (If Other Than Above):			
Phone: ( )	Fax: ( )	E-Mail Address:	

**Contract Details**

Your status on this Project:	<input type="checkbox"/> (a) General/Prime Contractor	<input type="checkbox"/> (b) Subcontractor
	<input type="checkbox"/> (c) Tier/Subcontractor	<input type="checkbox"/> (d) Other
If you checked (b), (c) or (d) above, give name of the contractor for whom you are under contract with:		
Bid package # (if applicable):	Total Contract Amount:	\$
Contract Award Date:	Contract amount for Self Performed Work:	\$
Estimated Start Date*:	Estimated Completion Date:	
*This will be the effective date of your OCIP coverage, unless notified otherwise		
Description of work performed:		
For this project, will you be doing off-site work?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe?		

**Workers' Compensation Section**

Each Contractor and Subcontractor of every tier is required to submit a list of job/WC classifications and their respective estimated payrolls and man- hours for all employees that will be working at the project site. This information must be submitted for each contract /bid package. If this applies to your firm, please contact the SEWUP Department for a Supplemental Contractor Enrollment Form. Payroll Records are subject to audit by the Owner's Workers' Compensation and General Liability insurance carrier

Description of Work	WC Class Code	On-Site Man-hours	On-Site Straight Time Payroll
Example: Carpenter <\$22/hour	5403	160	\$3,040
Totals			

<b>Project Name:</b>		<b>Contractor Name:</b>	
Expected Subcontractors: If any work is to be subcontracted under this Contract, please complete the following information for each Subcontractor. Use additional pages, if necessary.			
Company Name:	Contact Person:		
ADDR			
City/State/Zip Code:			
Phone:		E Mail:	
Scope of Work:			
Contractor License		Contract Value:	
Est. Start Date:		Est. Completion Date:	
Company Name:	Contact Person:		
Address:			
City/State/Zip Code:			
Phone:		E Mail:	
Scope of Work:			
Contractor License		Contract Value:	
Est. Start Date:		Est. Completion Date:	
Company Name:	Contact Person:		
Address:			
City/State/Zip Code:			
Phone:		E Mail:	
Scope of Work:			
Contractor License		Contract Value:	
Est. Start Date:		Est. Completion Date:	
Company Name:	Contact Person:		
Address:			
City/State/Zip Code:			
Phone:		E Mail:	
Scope of Work:			
Contractor License		Contract Value:	
Est. Start Date:		Est. Completion Date:	
Company Name:	Contact Person:		
Address:			
City/State/Zip Code:			
Phone:		E Mail:	
Scope of Work:			
Contractor License		Contract Value:	
Est. Start Date:		Est. Completion Date:	

I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND CORRECT. I HEREBY UNDERSTAND THAT ENROLLMENT IS CONTINGENT UPON RECEIPT AND ACCEPTANCE OF THIS FORM. SHOULD I SUBMIT AN INCOMPLETE FORM, KEENAN'S SEWUP DEPARTMENT WILL CONTACT ME AND MY FIRM WILL NOT BE ENROLLED UNTIL I PROVIDE ALL NECESSARY INFORMATION IN ITS ENTIRETY.

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

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

**Fax or Mail Completed Form To:**  
 Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501  
 Attn: SEWUP Department  
 Phone (310) 212-3344, Fax (310) 787-8838

License No. 0451271





**STATEWIDE EDUCATIONAL WRAP UP PROGRAM**

<b>PROJECT SITE MONTHLY PAYROLL REPORT</b>			
District Name:	San Mateo County Community College District	Bid Pkg. #:	
Project Name:		REPORT #	
		(For your Firm's use)	
Reporting Month:		Example:	February 2006
Company Name:		DbA Name:	
Under Contract With:		SEWUP Site Code*:	
*(Internal Use Only) To be assigned by the SEWUP Administrator.			
Workers' Compensation Class Code	Work Description	Total Monthly Man-hours	Payroll*
TOTALS		\$	
<b>I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE. NOT REPORTING ACCURATE PAYROLL INFORMATION COULD AFFECT YOUR EXMOD - EXPERIENCE MODIFICATION RATING WITH THE WORKERS' COMPENSATION INSURANCE RATING BUREAU (WCIRB).</b>			
Signature:		Title:	
Print Name:		Date:	
*Do not include overtime wage rates, use straight time wage rates only, i.e., employee earns \$20/hr. and works 10 hours in one day, you would report \$200.00 (\$20.00 x 10). If paid to third party (union) - exclude. If taxable to employee, then it is reported to WCIRB.			

Fax or Mail Completed Form To:  
 Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501  
 Attn: SEWUP Department  
 Phone (310) 212-3344, Fax (310) 787-8838

License No. 0451271





**STATEWIDE EDUCATIONAL WRAP UP PROGRAM**

<b>Contractor's Completion Notice</b>			
District Name:	San Mateo County Community College District		
Project Name:			
<b>IMPORTANT NOTIFICATION – PLEASE READ</b>			
<i>Contractor or Subcontractor agrees to complete this form and return to Keenan &amp; Associates upon completion or termination of work activities under this contract. Please include, with this form, any supporting documents for final contact value (if different from initial contract value).</i>			
Initial Contract Value:			
Final Contract Value:			
Last Day on Site*:			
<i>*This would include work performed on final closeout or punch-list items and should not include warranty work.</i>			
Contractor/Subcontractor Legal Name:			
Contractor/Subcontractor dba Name:			
Contractor License Number:			
Address:			
Representative's Name (Print):		Title:	
Signature:		Date:	

Fax or Mail Completed Form To:  
 Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501  
 Attn: SEWUP Department  
 Phone (310) 212-3344, Fax (310) 787-8838  
 License No. 0451271



Rev. 04/06

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

END OF SECTION

## DOCUMENT 00 73 37

**APPRENTICESHIP PROGRAM**

Design-Build Entity and subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Design-Build Entity or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

Section 1777.5, as amended, requires a contractor or subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate will also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of apprentices to journeypersons in such cases shall not be less than one to five except:

- A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 3 months days prior to the request for a certificate, or
- B. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
- D. Assignment of an apprentice to any work performed under a public works 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 the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyperson.

Design-Build Entity is required to make contributions to funds established for administration of apprenticeship programs if Design-Build Entity employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT

## SECTION 01 10 00

**SUMMARY OF WORK****PART 1 GENERAL****1.1 SUMMARY**

- A. Section includes summary of Work including:
1. Work Covered By Contract Documents
  2. Proposal Items, Allowances, and Alternates
  3. Work Under Other Contracts
  4. Future Work (N/A)
  5. Work Sequence
  6. Work Days and Hours
  7. Cooperation of Design-Build Entity and Coordination with Other Work
  8. Maintenance, Product Handling, and Protection
  9. Partial Occupancy/Utilization Requirements
  10. Design-Build Entity Use of Premises
  11. Lines and Grades
  12. Protection of Existing Structures and Utilities
  13. Damage to Existing Property
  14. Dust Control
  15. Parking
  16. Laydown/Staging Area
  17. Unfavorable Construction Conditions
  18. Construction Site Access
  19. Site Administration
  20. Products Ordered In Advance
  21. District-Furnished Products

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The San Mateo County Community College District is engaged in the implementation of a phased capital improvement program that, when completed, will renovate, newly construct or demolish the buildings and grounds of the College of San Mateo (along with Skyline College and Cañada College). This project is one element of that prescribed program and its schedule and sequence has been formatted to fit within that program. The project sequence is fixed as is the end date of the project, as delivery of the completed elements is integrated into the master schedule for the program. The success of the building program depends upon a complimentary relationship of all the individual projects.

The campus is currently occupied and shall remain occupied throughout the life of this project except for normal academic holidays and vacations periods. Implementation of this project is guided by its component relationships with the other projects on the campus overlaid by the academic calendar.

- B. The purpose of this project is to improve existing academic office space and provide space for Student Activities and Student Government in Building 17; improve existing academic office space in Building 15; provision swing space in Building 12 for those units relocated during the construction; convert the first floor assignable space in Building 12 for Fire Science and Administrative of Justice programs that will be displaced by demolition of buildings at other parts of the campus; base building improvements to mechanical, electrical, security, and data systems and mitigation of some accessibility barriers in those buildings; improve Building 34 to accept Fire Science apparatus storage and Grounds Maintenance Storage.

- C. Both new and renovated buildings at the College of San Mateo are planned to provide a cohesive and consistent pattern that is intentionally timeless. The exterior and interior of new and renovated buildings are carefully designed to use a limited, college-approved palette of colors and materials. The spaces within individual buildings should be viewed as a component of the larger complex they contribute to. This aspect has practical applications: faculty offices are distributed throughout the campus and assignments change semester-to-semester, and maintenance services are mainstreamed, for economic efficiency. Maintaining spatial and feature consistency across this spectrum of space is essential to the long term success of the college.
- D. Furnish all design services, labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents.
- E. The Work of this Contract shall:
  - 1. Comply with all requirements of the Request for Proposal including contract requirements, general requirements, Project Description, performance requirements and proprietary specifications. No exceptions to the Program of Spaces (including assignable SF for each space and the relationships between spaces) shall be taken.
  - 2. Summary of Work
    - a. This Summary of Work represents a conceptual solution to accommodate the approved Building Programs and is representative of a solution that is preferred by the College. It is not necessarily the only or the final solution to the requirements of this Project; however it is not advised that proposing Design-Build Entities stray drastically from the design solutions depicted in the conceptual solution. The District will entertain unique alternative design solutions to various program components during the Confidential Meetings held during the Proposal development period and will attempt to provide feedback to the proposing Design-build entities as to whether certain unique design approaches presented would be acceptable.
    - b. Where conflicts occur between this Summary of Work and the District's design standards, the conflicts should be brought to the attention of the District to ensure that the deviation from the design standards is preferred.
- F. Excluded from the project scope are the following:
  - A. Hazardous material abatement: District will arrange for hazardous materials in the areas of work to be abated by others.
  - B. District staff/student relocation services.
  - C. Upgrading of Building 34 in compliance with the Field Act.
  - D. Group 2 FF&E.
  - E. Landscaping improvements in the eastern courtyards of Buildings 15 and 17. However, this work is to be performed by others under separate contract.

### 1.3 PROPOSAL ITEMS, ALLOWANCES, AND ALTERNATES

#### A. Building 12

- 1. Existing Conditions: Building 12 is a two story cast-in-place concrete 22,376 GSF structure originally constructed in 1960 as part of a four building instructional complex dedicated to instruction in the sciences. In 2006 the sciences were moved to a new structure, Building 36, located just northwest of Building 12. Subsequent to that move, the vacated buildings were decommissioned from their role as science instruction buildings, their laboratories were removed and much of the asbestos-containing-building-materials (ACBMs), including floor finishes, were abated. In 2007, Building 12 re-entered service as temporary office and instructional space to facilitate the art and music programs that were temporarily displaced during the Fine Arts Complex renovation. A minimum functional and cosmetic effort was extended to meet that use, including patching holes in the concrete floor slabs, painting of floors and walls, and extension of data cabling and convenience power for classroom use.
- 2. **Bid Item 1a Swing Space Preparation:** This building will serve as temporary quarters for faculty displaced during the successive renovations of Buildings 17 and 15.

- a. Demolish the existing wall that separates the First Floor custodial closet and the new MDF; construct a new wall and door as indicated on Sheet RFP-2. Remove existing door to MDF and infill wall. This work shall conform with District design standards.
  - b. Provide convenience power and data to each temporary office workstation and meeting space indicated on Sheet RFP-2. Allow for a single drop per workstation or device as shown. Refer to the room data sheets for more information.
  - c. Floor patches on concrete slabs that may be construed as tripping hazards shall be ground smooth and repainted.
  - d. Due to the temporary nature of this occupancy, the District will allow deviations from its documented design standards and permit the following:
    - 1) Surface mounted conduit and junction boxes will be allowed.
    - 2) Data cabling may be free run and bundled as long as the bundles are neatly attached to building surfaces and do not pose tripping hazards.
  - e. Install Owner-provided tack boards and message centers.
  - f. Note that the building partitions do not have wall base and none are specified under this work scope.
  - g. Exclusions
    - 1) Work in suites 12-170 and 12-172
    - 2) Work in rooms 12-171, 12-173, and 12-177
    - 3) Work in restrooms, lobbies, and corridors.
3. **Bid Item 1b First Floor Tenant Improvement (Fire Science & Administration of Justice):** Upon completion of Buildings 17 and 15's modernization, Building 12 will be repurposed to provide a permanent home on the first floor for the Fire Science and Administration of Justice program.
- a. Renovate classrooms and offices on the first floor to house the Fire Science and Administration of Justice programs. Refer to Sheet RFP-3 and the room data sheets.
  - b. No partition changes are anticipated and the work is limited to the repainting of rooms, floor and base finishes, data and convenience receptacles at a density in conformance with District design standards, signage, reheat zone control valves and room thermostats to connect to the DDC BMS, and the installation of smart classroom technology.
4. **Bid Item 1c First Floor Tenant Improvement (Circulation Area):** Concurrent with the work of Bid Item 1b, also make improvements to the first floor circulation area. Refer to RFP-3. Scope of work includes wall, floor and base finishes. Comply with District design standards.
5. **Bid Item 1d First Floor Restroom Modernization:** Concurrent with the work of Bid Item 1b, completely reconstruct the first floor restrooms. Refer to RFP-3. Comply with District design standards.

## B. Building 17

1. Existing Conditions: Building 17 is a 13,400 GSF one story cast-in-place concrete structure originally constructed in 1965 as a faculty office building and has been in continuous use in that function ever since. Renovations to this building have been minimal except for the introduction of network cabling, lighting retrofits and a fire alarm system upgrade. The ceilings are comprised of suspended gypsum board panels and are finished with an acoustical spray finish containing ACBMs. Floors are finished in a vinyl asbestos tile dating back to the original construction affixed to the concrete slab with glues also containing ACBMs as was common to that period. Room heating is provided by radiators fed from a central boiler plant hot water loop; original control valves are located at the radiator and temperature control is provided by wall mounted pneumatic thermostats located on adjacent walls. The building is not air conditioned. There are operable windows in each office/occupied space. The original single stall and multi-stall restrooms are dated and do not comply with current accessibility standards. The existing telecommunications entrance is located in a closet shared with custodial supplies. Station cabling connecting the closet to the desktop is routed through the original telephone cable conduits. The station cabling does not conform to current District standards. Entrance doors do not have District



standard recessed exterior walk off mats although the mat wells are present (filled with concrete). One room serves as the mechanical room and telecommunications closet, which is inadequate and does not comply with current District design standards. The custodial closets' configuration is inefficient and can be improved upon.

2. **Bid Item 2a General Modernization:** This building will continue to serve as faculty offices, along with a staff break room. Utility rooms shall be upgraded for improved operational services to building occupants. New suites and programs are anticipated for inclusion in the building program: Middle College High School, Student Activities, and an unidentified program expansion suite; see 1.3.B.2.K through M for more information. All work to comply with District design standards.
  - a. Renovate faculty offices with new wall and ceiling paint, and carpet over existing VAT flooring.
  - b. Upgrade power and data to conform to District design standards. Each office shall be designed to fit two faculty desk arrangements.
  - c. Replace door hardware locksets to comply with District design standards for finish, type, and function, and to comply with accessibility requirements. Building entry doors shall be upgraded to connect to the central ACAMS.
  - d. Provide security cameras, connected to the central ACAMS, at each building entry.
  - e. Install code-required signage.
  - f. Install recessed entrance floor mats at exterior of building entry doors, and surface-mounted entrance floor mats at the interior of those doors.
  - g. Replace existing (6) exterior wall sconce lighting at north and south elevations of building to match existing fixtures at west elevation. Install one (1) new matching wall sconce light fixture at the east entry. Connect all existing and new fixtures to the campus DDC BMS for central control.
  - h. Renovate custodial closets.
  - i. Install new linoleum sheet flooring and wall base in corridors. Paint ceiling and walls.
  - j. Install Event Annunciation System.
  - k. Middle College High School Program offices: Combine two faculty offices into a single room. The two faculty offices flanking this new suite shall be provided with doors directly into the suite. The existing doors from those two offices to the common corridor shall remain.
  - l. Program expansion suite: Similar program to the Middle College High School Program offices.
  - m. Student Activities Program: The Student Activities Program will house a variety of programs and services that support student life while on campus. Services include the sales of transit passes and the printing of student ID badges. Activities that will occur in the space include club meetings, event preparation, workspace for student senators, and office space for the permanent administrative staff. There will also be a student lounge located within the program. Refer to the Student Activities Space Program Version 1.2008.12.14 for additional information.
  - n. Refer to RFP-7 and the room data sheets for more information.
3. **Bid Item 2b Mechanical System Modernization**
  - a. Replace existing radiator units and relocate control valves to the ceiling above the corridor outside of each office. Demolish pneumatic controls components, and upgrade to connect to existing campus DDC BMS controls.
  - b. District previously purchased controls components (thermostats and control valves) for digital controls upgrade, and anticipates that most if not all of the components will be Owner-furnished Contractor-installed. Utilize as much of District's attic stock of controls components as possible.
4. **Bid Item 2c Electrical System Modernization**
  - a. Upgrade lighting controls in conformance with design standards.

- b. Replace existing convenience outlet devices and cover plates, in conformance with design standards.
- c. Upgrade quantity of convenience outlets throughout building, in conformance with design standards.
- d. Install a UtilityVision electrical submeter.

**5. Bid Item 2d Telecommunications System Modernization**

- a. Relocate the existing telecommunications entrance from the existing location in the combined mechanical/electrical/telecommunications closet (room 101) to a new dedicated MDF as indicated on Sheet RFP-7.
- b. Upgrade telecommunications system in entire building in conformance with District design standards.

**6. Bid Item 2e Restrooms Modernization**

- a. Completely reconstruct the restrooms to conform to District design standards and current accessibility requirements. To meet this objective, additional space has been identified to expand the restrooms into; refer to Sheet RFP-7.

**7. Bid Item 2f Interior Courtyard Renovation**

- a. The interior (western) courtyard is intended to function as a sculpture garden as viewed from the surrounding windows. Provide a bordered bed of black polished rock onto which future art pieces will be placed; each sculpture will require ground space of approximately 8' x 6'.
- b. Minor trimming of existing landscaping is to be included.

**8. Bid Item 2g Corridor Ceiling and Lighting Improvements**

- a. Demolish existing plaster ceiling and light fixtures. Install new suspended acoustic panel ceiling with new recessed lighting.

**9. Bid Item 2h Occupied Space Acoustic Improvements**

- a. Install surface-applied acoustical treatments on ceilings at each occupied space.

**C. Building 15**

- 1. Existing Conditions: Building 15 is a 13,200 GSF one story cast-in-place concrete structure originally constructed in 1963 as a faculty office building and has been in continuous use in that function ever since. Renovations to this building have been minimal except for the introduction of network cabling, lighting retrofits and a fire alarm system upgrade. The ceilings are comprised of suspended gypsum board panels and are finished with an acoustical spray finish containing ACBMs. Floors are finished in a vinyl asbestos tile dating back to the original construction affixed to the concrete slab with glues also containing ACBMs as was common to that period. Room heating is provided by radiators fed from a central boiler plant hot water loop; original control valves are located at the radiator and temperature control is provided by a wall mounted pneumatic thermostats located on adjacent walls. The building is not air conditioned. There are operable windows in each office/occupied space. The original single stall and multi-stall restrooms are dated and do not comply with current accessibility standards. The existing telecommunications entrance is located in a closet shared with custodial supplies. Station cabling connecting the closet to the desktop is routed through the original telephone cable conduits. The station cabling does not conform to current District standards. Entrance doors do not have District standard recessed exterior walk off mats although the mat wells are present (filled with concrete). One room serves as the mechanical room, custodial closet and telecommunications closet, which is inadequate and does not comply with current District design standards.
- 2. **Bid Item 3a General Modernization:** This building will continue to serve as faculty offices, along with a staff break room and a division office. Utility rooms shall be upgraded for improved operational services to building occupants. All work to comply with District design standards.

- a. Renovate faculty offices with new wall and ceiling paint, and carpet over existing VAT flooring.
  - b. Upgrade power and data to conform to District design standards. Each office shall be designed to fit two faculty desk arrangements.
  - c. Replace door hardware locksets to comply with District design standards for finish, type, and function, and to comply with accessibility requirements. Building entry doors and division office doors shall be upgraded to connect to the central ACAMS.
  - d. Provide security cameras, connected to the central ACAMS, at each building entry.
  - e. Install code-required signage.
  - f. Install recessed entrance floor mats at exterior of building entry doors, and surface-mounted entrance floor mats at the interior of those doors.
  - g. Replace existing (6) exterior wall sconce lighting at north and south elevations of building to match existing fixtures at west elevation. Install one (1) new matching wall sconce light fixture at the east entry. Connect all existing and new fixtures to the campus DDC BMS for central control.
  - h. Renovate custodial closets.
  - i. Install new linoleum sheet flooring and wall base in corridors. Paint ceiling and walls.
  - j. Install Event Annunciation System.
  - k. Refer to RFP-5 and the room data sheets for more information.
- 3. Bid Item 3b Mechanical System Modernization**
- a. Replace existing radiator units and relocate control valves to the ceiling above the corridor outside of each office. Demolish pneumatic controls components, and upgrade to connect to existing campus DDC BMS controls.
  - b. District previously purchased controls components (thermostats and control valves) for digital controls upgrade, and anticipates that most if not all of the components will be Owner-furnished Contractor-installed. Utilize as much of District's attic stock of controls components as possible.
- 4. Bid Item 3c Electrical System Modernization**
- a. Upgrade lighting controls in conformance with design standards.
  - b. Replace existing convenience outlet devices and cover plates, in conformance with design standards.
  - c. Upgrade quantity of convenience outlets throughout building, in conformance with design standards.
  - d. Install a UtilityVision electrical submeter.
- 5. Bid Item 3d Telecommunications System Modernization**
- a. Relocate the existing telecommunications entrance from the existing location in the combined mechanical/electrical/telecommunications closet (room 101) to a new dedicated MDF as indicated on Sheet RFP-5.
  - b. Upgrade telecommunications system in entire building in conformance with District design standards.
- 6. Bid Item 3e Restrooms Modernization**
- a. Completely reconstruct the rest rooms to conform to District design standards and current accessibility requirements. To meet this objective, additional space has been identified to expand the restrooms into; refer to Sheet RFP-5.
- 7. Bid Item 3f Interior Courtyard Renovation**
- a. The interior (western) courtyard is intended to function as a sculpture garden as viewed from the surrounding windows. Provide a bordered bed of black polished rock onto which three Owner-furnished white marble sculptures are to be placed; each sculpture requires ground space of approximately 8' x 6'.

- b. The sculptures are currently stored on site, in a building at the northern end of the College of San Mateo campus. Relocate the sculptures from their storage location and place them in the courtyard, as directed by Art faculty.
- c. Minor trimming of existing landscaping is to be included.

**8. Bid Item 3g Corridor Ceiling and Lighting Improvements**

- a. Demolish existing plaster ceiling and light fixtures. Install new suspended acoustic panel ceiling with new recessed lighting.

**9. Bid Item 3h Occupied Space Acoustic Improvements**

- a. Install surface-applied acoustical treatments on ceilings at each occupied space.

**D. Building 34**

1. Existing Conditions: Building 34 is a 10,600 GSF single story pre-engineered steel framed and steel skinned building atop a concrete slab. It was originally erected in 1994. The building was not erected to meet Field Act requirements. It has been repurposed several times and is now scheduled to receive three new program uses. Under separate contract, approximately 1,800 SF of the space is being converted to house the central campus chiller plant (as part of the CSM CIP2 Design-Build Project, by McCarthy Building Companies, Inc.). Under this contract, approximately 6,500 SF space shall be allocated for use of the campus facilities department for grounds maintenance equipment and material storage, and approximately 2,300 SF space shall be improved to house apparatus and equipment used by the Fire Sciences program.
  2. **Bid Item 4a Concrete Slab Analysis for Fire Apparatus Storage:** The existing concrete slab was neither designed nor constructed to accept heavy fire apparatus storage. Perform a structural analysis to ascertain if the slab can support fire apparatus in its current condition or if any enhancements are required and the associated impacts (cost, other).
  3. **Bid Item 4b Building 34 Improvements:** Assume the concrete slab will support the weight of fire apparatus.
    - a. Provide facilities for the parking of up to two fire apparatus and the storage of accompanying firefighting equipment to support the Fire Sciences program. Total area is approximately 2,300 SF. The storage space is not intended to be an instruction space and therefore not subject to Field Act compliance nor DSA review. Provide space to allow the simultaneous access to two 35 foot fire apparatus. Provide a single motorized roll-up door to access the parking spaces. Provide demising partitions separating this space from the others in the building. Partitions shall be engineered and constructed to allow bracing of shelving on both sides. Provide man door access from the exterior of the building. Separate the circuiting of the interior building lighting to provide independent control. Provide mechanical ventilation of the space. Provide exterior lighting over the driveway area, pedestrian access. Pave driveway from the building back to the street, to preserve indoor environmental quality and simulate fire station parking conditions. Refer to Sheet RFP-8 and room data sheets for more information.
    - b. District acknowledges that Bid Item 4b, if awarded, will not be constructed until 2011. Contractor shall submit its bid for this Item 4b based on current pricing. If awarded, the contract award for this scope of work shall be indexed based on the Engineering News Record Building Price Index.
- E. Any Proposal Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Proposal Items or prices therefore.
- F. Payment of all items is subject to provisions of Contract Documents, including without limitation Section 01 29 00 (Payments and Completion).
- G. For all Proposal Items, furnish and install all work indicated and described in the Contract Documents, including connections to existing systems. Work and requirements applicable to each individual

Proposal Item, or unit of Work, shall be deemed incorporated into the description of each Proposal Item (whether Lump Sum, or Unit Price).

- H. Design-Build Entity acknowledges that shoring may be required to maintain a safe excavation and protect facilities, including both existing and recently constructed under this Contract. All expenses for shoring of excavations shall be included in the appropriate Proposal items.

#### 1.4 WORK UNDER OTHER CONTRACTS

- A. Several other projects will be underway at College of San Mateo during the anticipated duration of the Project (2009 – 2011), including but not limited to:
1. CSM CIP2 Design-Build Project (new Building 5, new Building 10, extensive site improvements, new Chiller Plant in Building 34, 12kV electrical upgrade, KCSM tower relocation, new Aquatic Center)
  2. North Gateway Project (demolition of Buildings 21 through 29, construction of Plaza of the Sun, expansion of parking)
  3. Building 9 Modernization
  4. Southeast Infrastructure Project (Corporation Yard and Athletics Loop Road reconstruction)
- B. Contractor shall cooperate with and participate in joint scheduling with the District Representative and the District's other separate Contractors where activities of the projects are related and/or adjacent and/or need to occur in sequence or simultaneously to benefit the District.
- C. Coordinate with District and any District forces, or other contractors, as required by Document 00 71 00 (General Conditions), paragraph 6.

#### 1.5 FUTURE WORK

Not applicable.

#### 1.6 WORK SEQUENCE

- A. Construct Work in stages and at times to accommodate District operation requirements during the construction period; coordinate construction schedule and operations with District.
1. Following is District's draft preliminary schedule for the Project. The draft preliminary schedule reflects District's wishes and expectations regarding the Project. Contractor's proposed schedule, together with District's draft preliminary schedule, shall be considered together. At the time of contract award, a mutually agreed upon schedule shall become the basis of contract award.
    - a. Building 12 Office swing space preparation: February through April 2009
    - b. Building 17 Office Building Modernization
      - 1) Design: February through May 2009
      - 2) Construction: May through August 2009
    - c. Building 15 Office Building Modernization
      - 1) Design: February through August 2009
      - 2) Construction: September through December 2009
    - d. Building 12 Tenant Improvement
      - 1) Design: February through December 2009
      - 2) Construction: January through April 2010
    - e. Building 34 Tenant Improvement
      - 1) Design and Construction: April 2009 through June 2010
      - 2) Design and Construction: July through August 2011
- B. Design-Build Entity shall not have access to Building 12 for swing space construction before **February 2009**, to allow District time to vacate the premises of its current temporary occupants, unless otherwise agreed upon by District. Design-Build Entity shall schedule Work in this area accordingly.
- C. Design-Build Entity shall not have access to Building 17 for construction before May 2009, to allow District time to vacate the premises of its current temporary occupants, unless otherwise agreed upon by District. Design-Build Entity shall schedule Work in this area accordingly.

- D. Design-Build Entity shall not have access to Building 15 for construction before September 2009, to allow District time to vacate the premises of its current temporary occupants, unless otherwise agreed upon by District. Design-Build Entity shall schedule Work in this area accordingly.
- E. Design-Build Entity shall not have access to Building 12 for construction related to permanent tenant improvements before May 2009, to allow District time to vacate the premises of its current temporary occupants, unless otherwise agreed upon by District. Design-Build Entity shall schedule Work in this area accordingly.
- F. Design-Build Entity shall not have access to Building 34 for construction before July 2011, to allow District time to vacate the premises of its current temporary occupants, unless otherwise agreed upon by District. Design-Build Entity shall schedule Work in this area accordingly.

#### **1.7 WORK DAYS AND HOURS**

- A. The District's Regular Work Days and hours: Monday-Friday inclusive, 7:30 a.m. - 4:30 p.m. local time.
- B. Work at the Site on weekends or holidays is not permitted, unless Design-Build Entity requests otherwise from District in writing at least 48 hours in advance and District approves in its sole discretion. In the case of Work by Design-Build Entity after normal working hours, Design-Build Entity shall be responsible for any additional inspection costs incurred by the District. Such costs may be withheld from any succeeding monthly progress payment.
- C. Connections to Existing Facilities. Unless otherwise specified or indicated, Design-Build Entity shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Design-Build Entity shall receive permission from District or the owning utility prior to undertaking connections.
- D. Design-Build Entity shall protect facilities against deleterious substances and damage.

#### **1.8 COOPERATION OF DESIGN-BUILD ENTITY AND COORDINATION WITH OTHER WORK**

- A. Coordinate with District and any District forces, or other contractors and forces, as required by Document 00 71 00 (General Conditions), paragraph 6.
- B. Design-Build Entity shall coordinate the construction schedule with the schedule of the District for normal power service installation.
- C. Noise: Construction activities are to comply with applicable local noise ordinance and applicable Cal-OSHA regulations. Special coordination is required to minimize any excessive noise operations during the scheduled Final Examinations periods according to the Academic Calendar. The Academic Calendar for the upcoming semesters at [name of College] is available at the District's web site, [insert hyperlink].
- D. Work on an Occupied Campus:
  - 1. Work under this contract will be executed in part during regular sessions of the College. Design-Build Entity shall cooperate with College authorities in every way to minimize disturbance.
  - 2. When college is not in session, community use of facilities increases. Design-Build Entity shall cooperate with College authorities in every way to minimize disturbance.
  - 3. In entrance and exit of all workers and in bringing in, storing and removal of equipment, Design-Build Entity shall cooperate with those in authority and prevent interference with functioning of the College. Observe all rules and regulations in force and avoid unnecessary dust, mud or accumulated debris, or undue interference with the convenience, sanitation or routine of departmental activities.
  - 4. In connecting new utilities, and similar operations. Contractor shall time and coordinate such operations so that there will be no or the absolute minimum interference with College activities.

#### **1.9 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION**

- A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.
- B. Hazardous substance compliance: Provide District with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.
- C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.

- D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection: Protect all finished surfaces.
- F. Asbestos Removal. If, during the progress of the Work, suspected asbestos-containing products are identified, Design-Build Entity shall stop work in the affected area and immediately notify District, and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.
- G. Asbestos Removal Subcontractor's Qualifications. The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations that govern this work. The Subcontractor shall demonstrate to the satisfaction of District that it has successfully completed at least three asbestos removal projects that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. Liability insurance covering the asbestos abatement work shall be provided as specified in the Supplementary Conditions.
- H. Asbestos Removal Methods. The asbestos removal Subcontractor shall submit a work plan of its proposed removal procedure to District before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.
- I. Cost of maintenance of systems and equipment prior to either Substantial Completion or filing of a Notice of Completion will be considered as included in prices Proposal and no direct or additional payment will be made therefore.
- J. Maintenance logs and all contract close-out documentation will be submitted to the District's Representative no more than 30 days after the date of Substantial Completion. A Notice of Completion will not be filed until all contract close-out documents are submitted and approved.

#### **1.10 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS**

- A. Allow District to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by District shall not in any way evidence the completion of the Work or any part of it.
- C. Design-Build Entity shall not be held responsible for damage to the occupied part of the Work resulting from District occupancy.
- D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
  - 1. Responsibility for operation and maintenance of said equipment shall remain with Design-Build Entity.
  - 2. Make, and District shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
  - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
  - 4. District shall pay for utility cost arising out of occupancy by District during construction.
- E. Use and occupancy by District prior to acceptance of Work does not relieve Design-Build Entity of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by District.
- F. Prior to date of Final Acceptance of the Work by District, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Design-Build Entity, shall be made at expense of Design-Build Entity, as required in Document 00 71 00 (General Conditions).
- G. Use by District of Work or part thereof as contemplated by this Section 01 10 00 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Design-Build Entity of any responsibilities under Contract, nor act as waiver by District of any of the conditions thereof.
- H. District may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in

paragraph 1.6 of this Section 01 10 00, if any, prior to substantial completion of all of the Work. Design-Build Entity shall notify District's Representative in writing when Design-Build Entity considers either Building of the Work ready for its intended use and substantially complete and request District to issue a Certificate of Substantial Completion for that part of the Work.

#### **1.11 DESIGN-BUILD ENTITY USE OF PREMISES**

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Do not unreasonably encumber Project Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move any stored products that interfere with operations of District or other contractor.
- E. Parking, storage, staging, and work areas shall be coordinated with the District, and comply with all other Contract Documents requirements.
- F. Coordinate use of premises with District's Representative.

#### **1.12 LINES AND GRADES**

- A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.
- B. All survey, layout, and measurement work shall be performed by Design-Build Entity as a part of the Work.
- C. Design-Build Entity shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Design-Build Entity shall furnish at its cost competent persons and such tools, stakes, and other materials as District may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Design-Build Entity.
- D. Design-Build Entity shall keep District informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by District may be done with minimum inconvenience to District and minimum delay to Design-Build Entity.
- E. Design-Build Entity shall remove and reconstruct Work which is improperly located.

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

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other similar items and utilities that are known to District.
- B. Design-Build Entity shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.
- C. Additional utilities whose locations are unknown to District are suspected to exist. Design-Build Entity must be alert to their existence. If additional utilities are encountered, Design-Build Entity must immediately report to District for disposition.
- D. In addition to reporting, if a utility is damaged, Design-Build Entity must take appropriate action as provided in Document 00 71 00 (General Conditions).
- E. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Design-Build Entity's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 71 00 (General Conditions).

#### **1.14 DAMAGE TO EXISTING PROPERTY**

- A. Design-Build Entity will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, District.
- B. Design-Build Entity shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- C. Design-Build Entity shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Design-Build Entity shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.



**1.15 DUST CONTROL**

- A. Design-Build Entity shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
  - 1. All construction locations with active excavation shall be watered at least twice daily.
  - 2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.
  - 3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
  - 4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.
  - 5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
  - 6. Limit the speed of all construction vehicles to 5 miles per hour while on un-paved roads at the Site.
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.
- C. Building Interiors: provide dust barriers, walk-off pads, etc. to minimize dust infiltration in buildings. If required, the Design-Build Entity will clean interior common areas (e.g., corridors, lobbies) at the end of each work day.

**1.16 PARKING**

Parking will be provided in designated areas at no cost to the Design-Build Entity, provided that parking permits provided by District, are displayed in vehicles; parking or standing is not allowed in any other staff or students lot, other than the area indicated. Parking in at the construction site itself shall be extremely limited and shall include one parking space for the use of District's Inspector of Record.

**1.17 LAYDOWN/STAGING AREA**

Design-Build Entity shall utilize the area indicated on the Drawings for storage of all construction materials. This area shall be fenced and locked by Design-Build Entity for security purposes.

**1.18 UNFAVORABLE CONSTRUCTION CONDITIONS**

During unfavorable weather, wet ground, or other unsuitable construction conditions, Design-Build Entity shall confine its operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Design-Build Entity to perform the Work in a proper and satisfactory manner. The Design-Build Entity will employ BEST practices to manage the construction site during inclement weather.

**1.19 CONSTRUCTION SITE ACCESS**

- A. Design-Build Entity shall at all times limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Design-Build Entity's access gate, at the location indicated on the Drawings. Access for construction personnel shall be limited to regular work hours, unless prior approval is obtained from the District. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address (at Design-Build Entity's gate), specifically arranged by Design-Build Entity for the Project. Design-Build Entity is responsible for providing adequate signage (subject to District approval) to alert delivery persons to the project site. The District will not receive or forward Design-Build Entity mail or deliveries.

**1.20 SITE ADMINISTRATION**

Design-Build Entity shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Design-Build Entity shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to District or others. Design-Build Entity shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may

require all persons on the Site to observe the same regulations as Design-Build Entity requires of its employees.

**PART 2 PRODUCTS**

**2.1 PRODUCTS ORDERED IN ADVANCE**

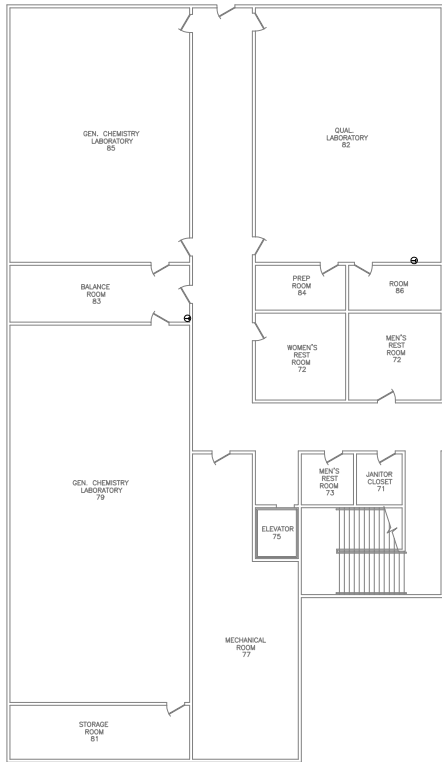
- A. Not used.

**2.2 DISTRICT-FURNISHED PRODUCTS**

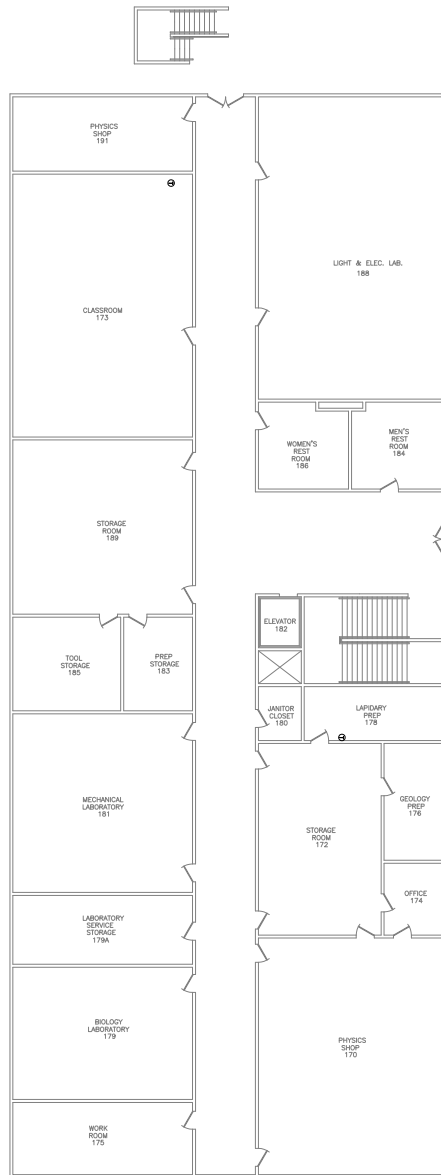
- A. District's Responsibilities:
  - 1. Arrange for and deliver District-reviewed Shop Drawings, Product Data, and Samples, to Design-Build Entity.
  - 2. Arrange and pay for delivery to site.
  - 3. On delivery, inspect products jointly with Design-Build Entity.
  - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Design-Build Entity's Responsibilities:
  - 1. Review District-reviewed Shop Drawings, Product Data, and Samples.
  - 2. Receive and unload products at site; inspect for completeness or damage jointly with District.
  - 3. Handle, store, install, and finish products.
  - 4. Repair or replace items damaged after receipt.
  - 5. Install into Project per Contract Documents.

**PART 3 EXECUTION – NOT USED**

END OF SECTION



BUILDING 12 PHYSICAL SCIENCE FIRST FLOOR  
SCALE: NTS

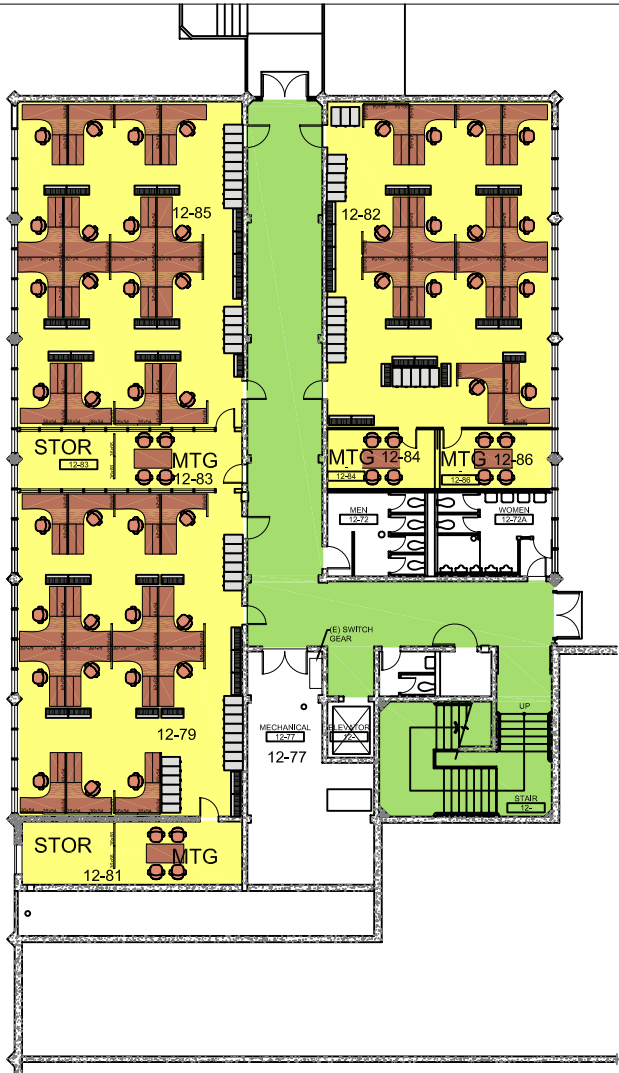


BUILDING 12 PHYSICAL SCIENCE SECOND FLOOR  
SCALE: NTS

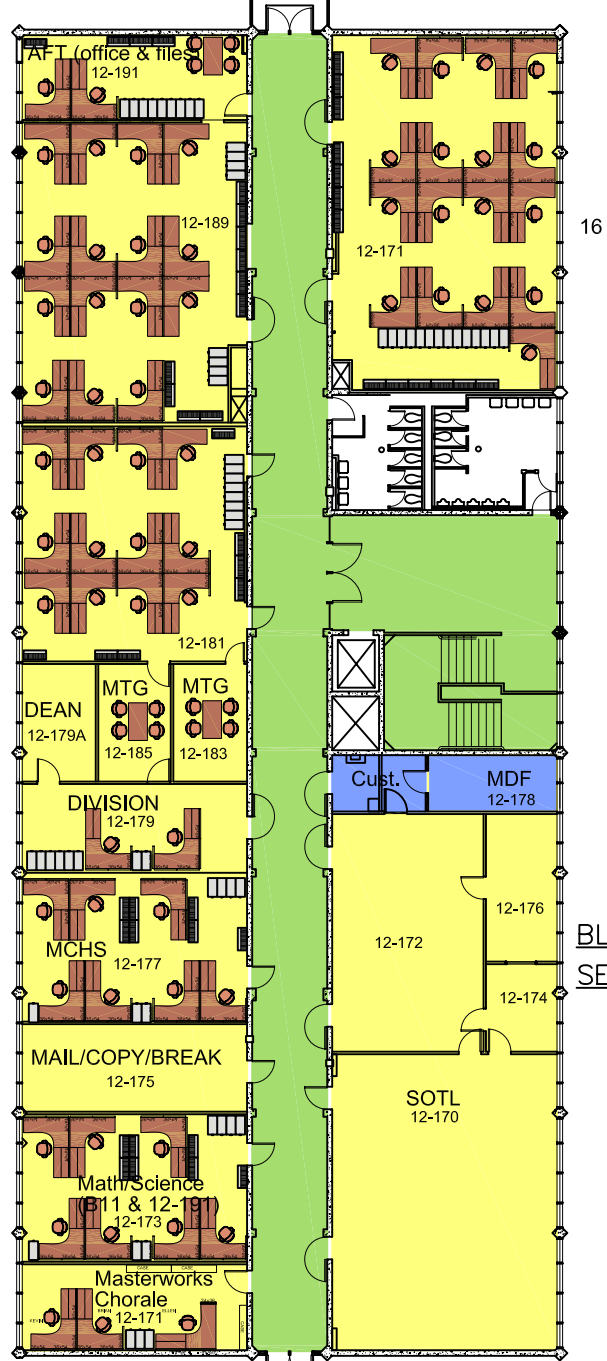


Project #458: College of San Mateo Buildings 12/15/17/34 Modernization  
Date: December 17, 2008  
College of San Mateo Building 12 - Existing Conditions

Sheet #: RFP-1

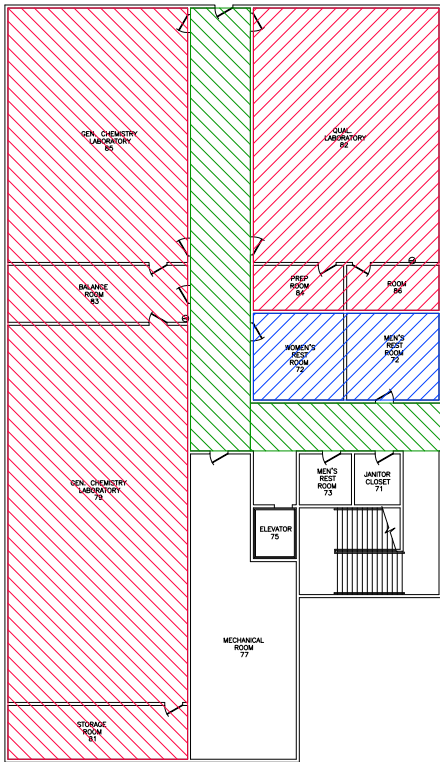


BLDG. 12  
FIRST FLOOR



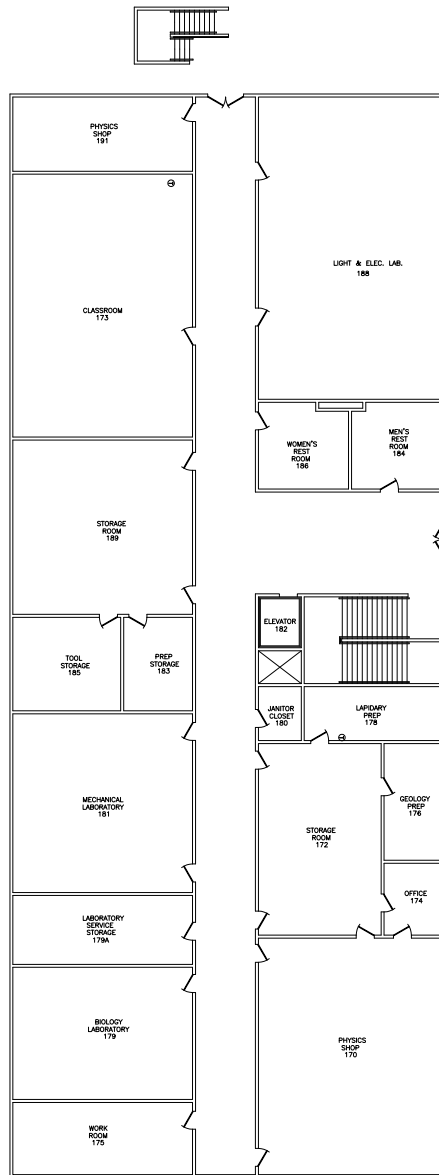
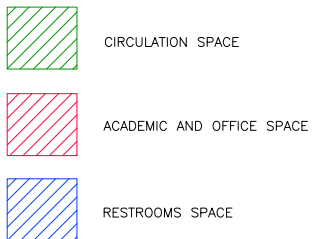
BLDG. 12  
SECOND FLOOR

MALL-SIDE



**BUILDING 12 PHYSICAL SCIENCE FIRST FLOOR**

SCALE: NTS

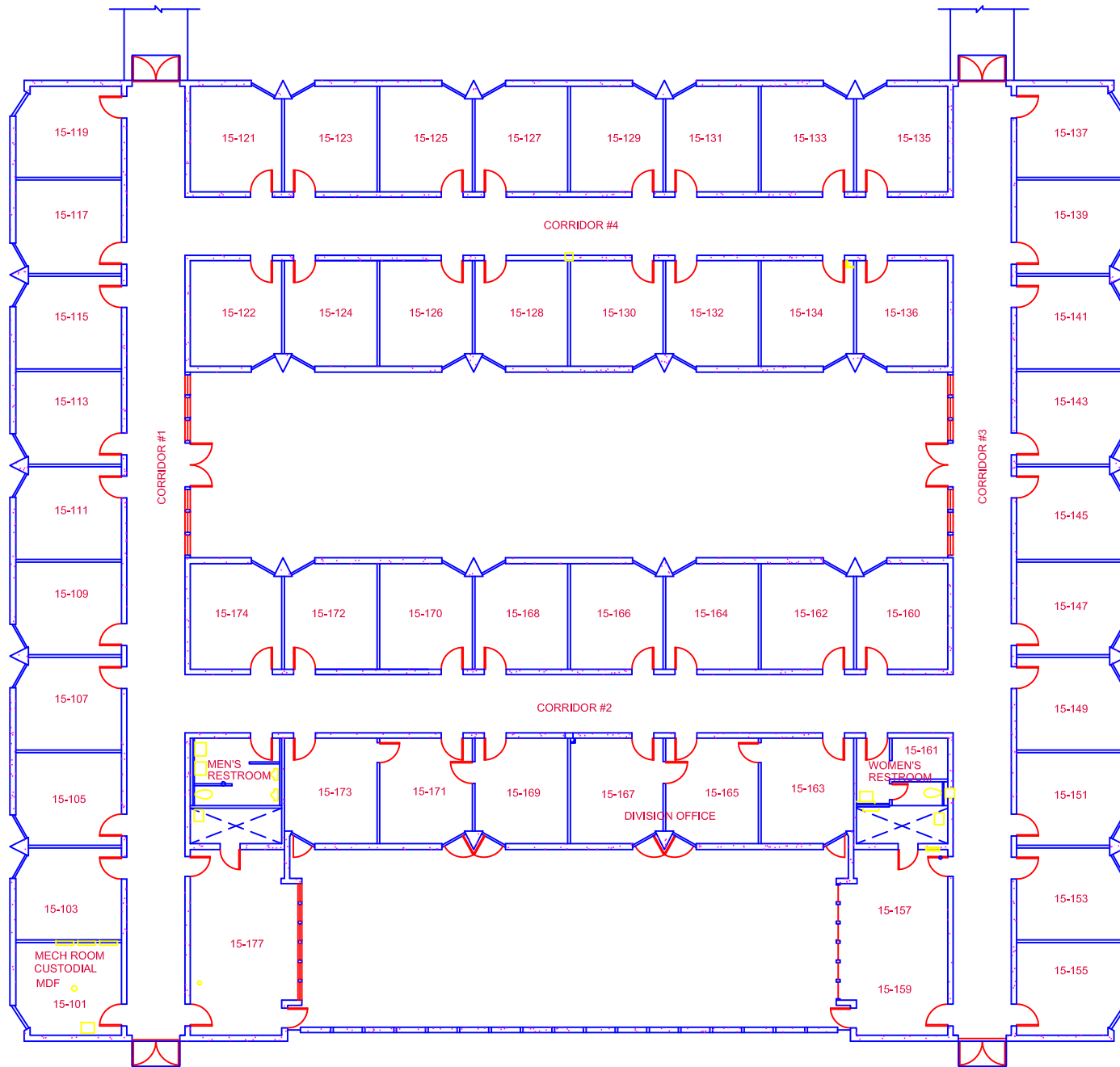


**BUILDING 12 PHYSICAL SCIENCE SECOND FLOOR**

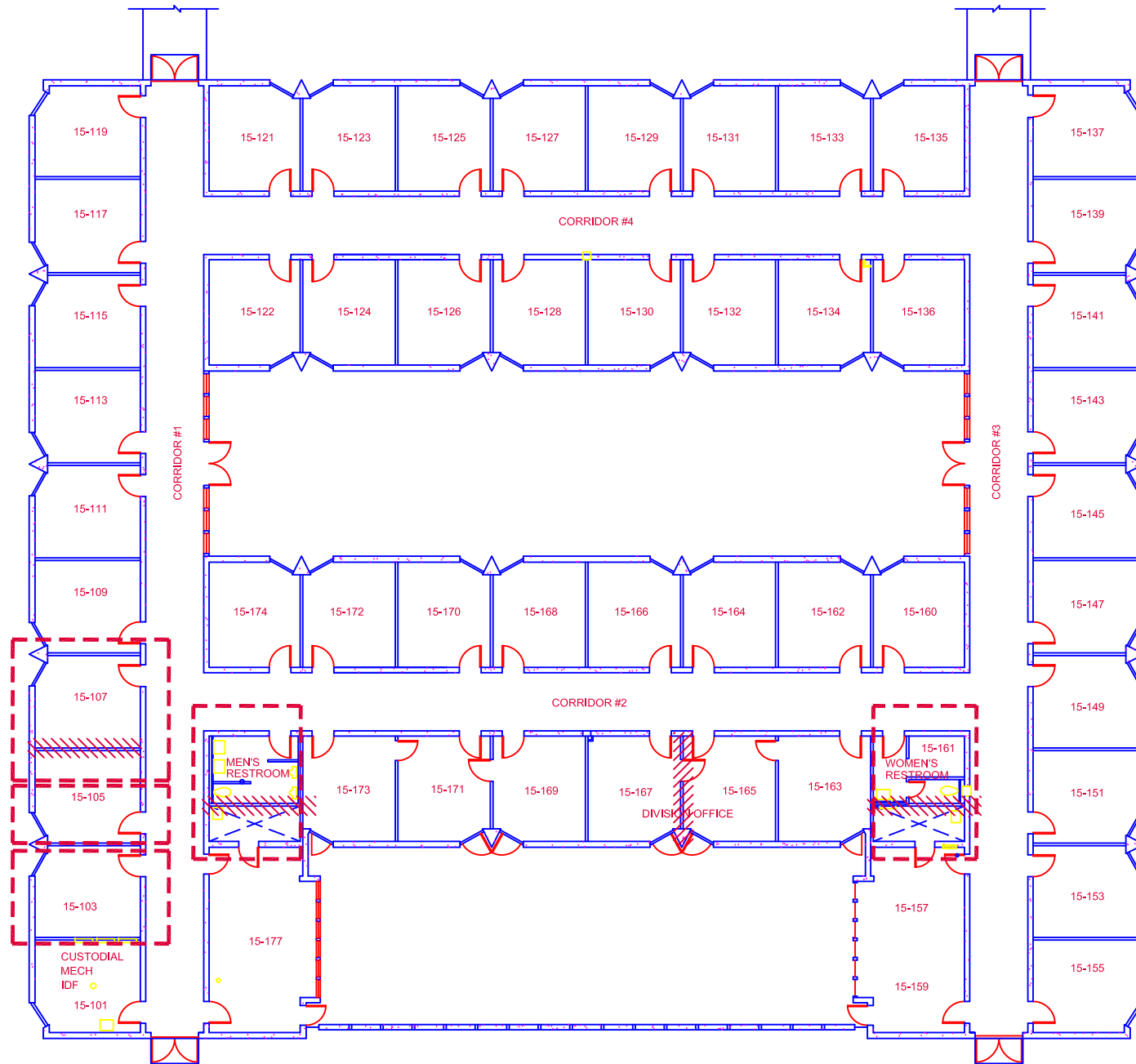
SCALE: NTS

Project #458: College of San Mateo Buildings 12/15/17/34 Modernization  
 Date: December 17, 2008  
 College of San Mateo Building 12 - T.I. Conceptual Layout

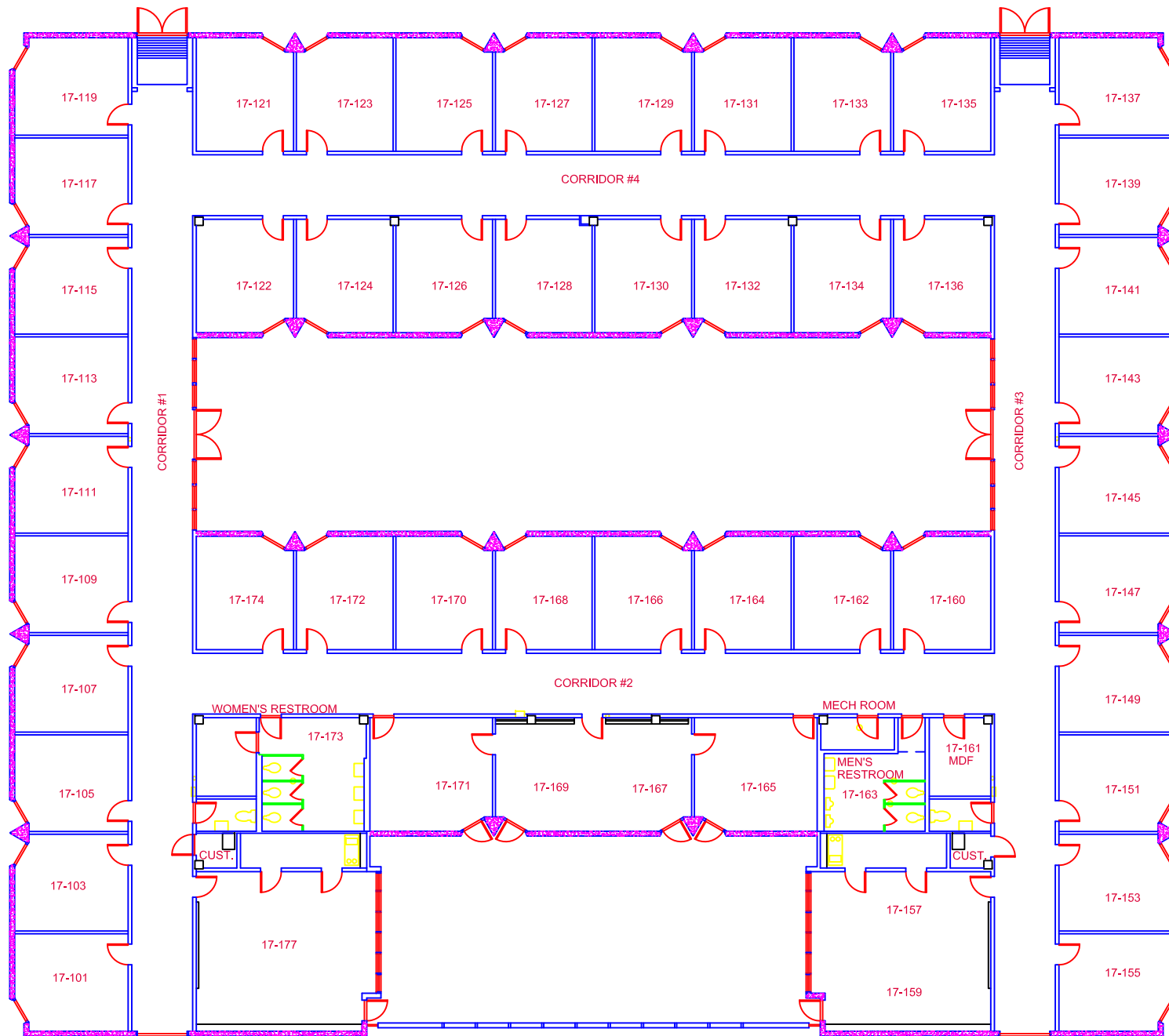
Sheet #: RFP-3



Project #458: College of San Mateo Buildings 12/15/17/34 Modernization  
 Date: December 17, 2008  
 College of San Mateo Building 15 - Existing Conditions

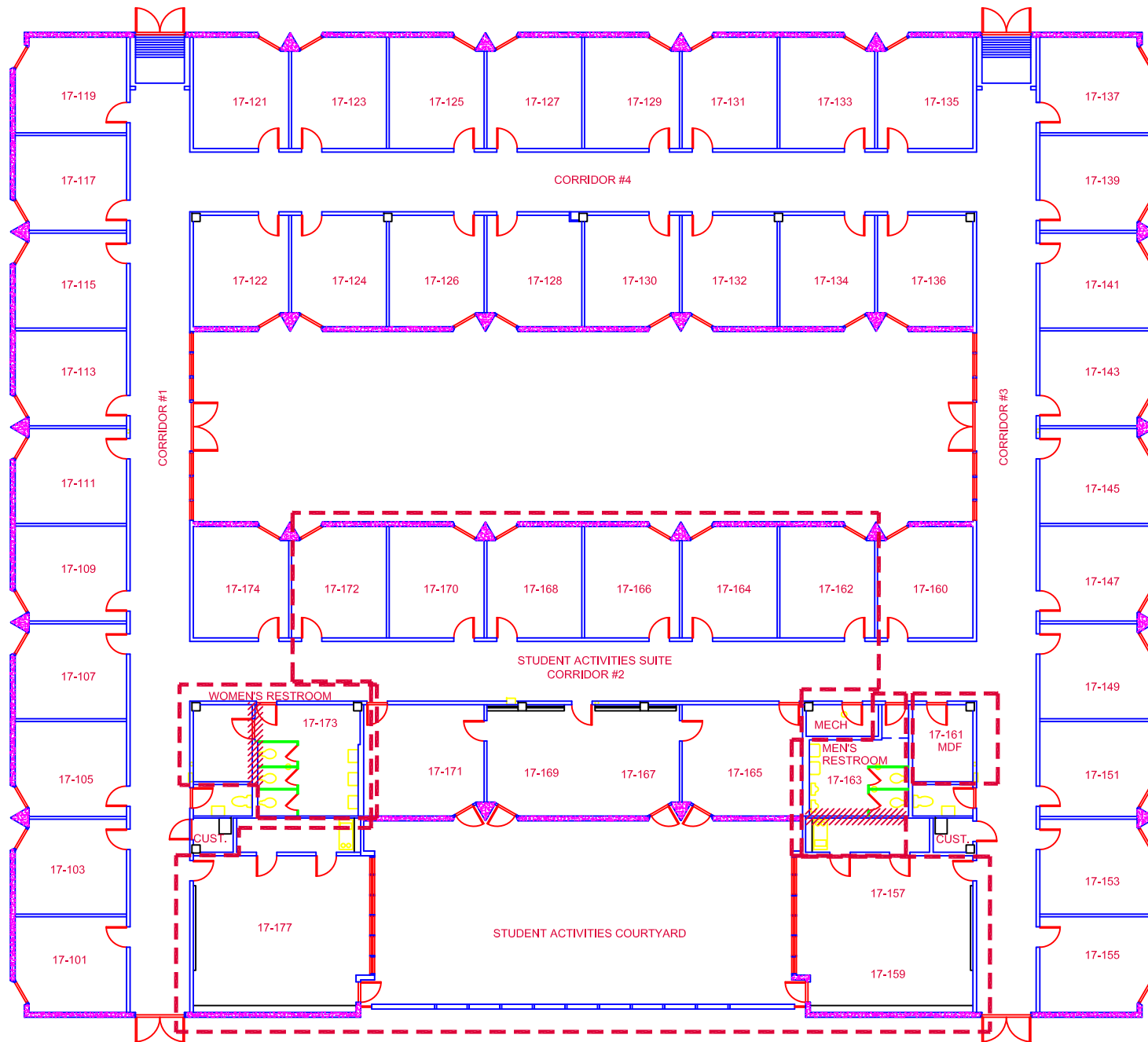


Project #458: College of San Mateo Buildings 12/15/17/34 Modernization  
 Date: December 17, 2008  
 College of San Mateo Building 15 - Proposed Conceptual Layout

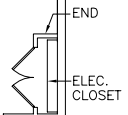
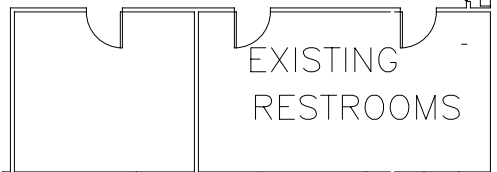
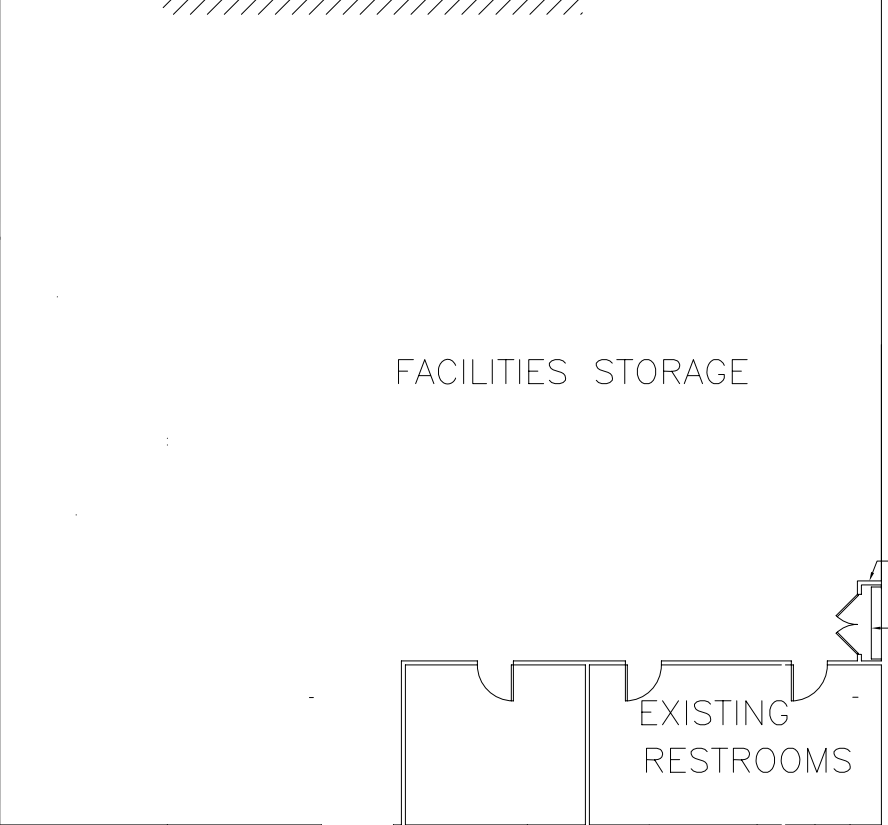
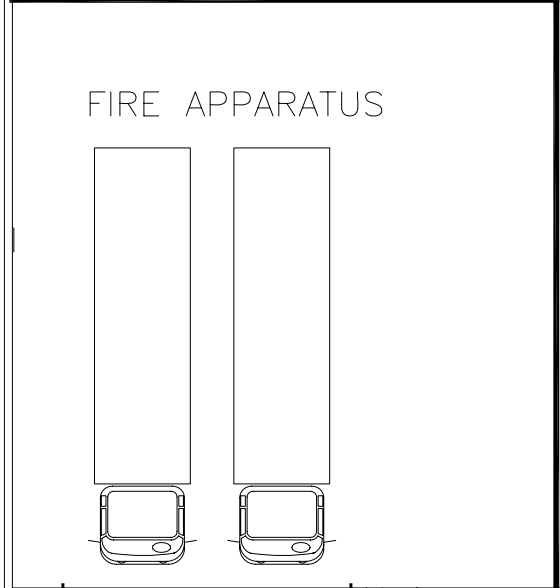
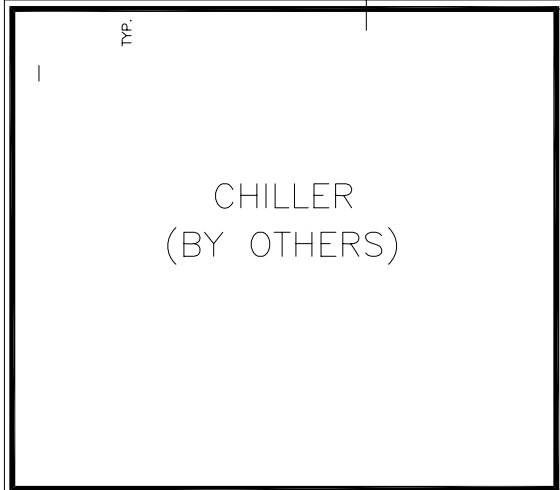


Project #458: College of San Mateo Buildings 12/15/17/34 Modernization  
 Date: December 17, 2008  
 College of San Mateo Building 17 - Existing Conditions





Project #458: College of San Mateo Buildings 12/15/17/34 Modernization  
 Date: December 17, 2008  
 College of San Mateo Building 17 -Proposed Conceptual Layout



3

A

B

Project #458: College of San Mateo Buildings 12/15/17/34 Modernization  
Date: December 17, 2008  
College of San Mateo Building 34 - Proposed Improvements

Sheet #: RFP-8

Space Program Table								
Classification	Occupant Name	Adjacency	Qty.	Officing		Area (sq ft)	Comments	Pre-Move Location
				Workstations	Office			
SA Services		Direct access to corridor. Window access to courtyard required	2	Counter		400	Public entry	19-104
Coordinator	A. Schaeffer	Direct access to SA Services	1		Single	100		19-1__
Account Technician	F. Hamadeh	Direct access to SA Services	1		Single	100		19-__
Office Assistant	C. Eden	Direct access to Student Lounge	1	1		100	Services and monitors lounge	19-104
Pool Table Area		Contiguous within the Student Lounge				200		19-104
Student Lounge		Direct access to corridor. Window access to courtyard required				600	Combined space.	19-104
Event preparation						300	Combined space or storage may be externally provided	Modular @ B19
Event storage						100		Modular @ B19
Student Senate Offices			10	Study carrel		500	Space for mail boxes	Modular @ B19
Subtotal						2400		
Circulation Factor		20%				480		
<b>Total Area</b>						<b>2880</b>		

**Notes**

**Project Description**

The intention of the project is to create a new center for student life while on campus. The rooms that will contribute to this include a service center with supporting offices, a student senator workspace, event preparation room, and a student lounge.

**Student Service Center Program**

This space as used a point of contact for students seeking services. Provide a transaction counter for up to 2 people. The front-of-counter space shall allow for 4 people to wait. Counter shall contained lockable cash drawers, and lockable space for a badging machine. Provide back of counter space atop 3 lateral file cabinets. Provide power and data above back counter. Provide specialty lighting for wall displays and posters. The Center shall front the Courtyard.

**Event Preparation Room**

This room will be used for preparing posters and assembling displays for public events. This room will also serve as an informal meeting room for student activities staff and senators. Provide a sink for washing paint brushes. Allow space for tables that can be configured to seat up to 12 people or several individual tables for art preparation. allow for cabinets and shelves for storing supplies.

**Student Senator Workspace**

Provide space for up to 10 private workspaces in carrel-type furnishings. Provide both power and data for laptop computers. Provide space for a mobile lockable laptop cart (10 laptop capacity minimum) to be located within or adjacent to the room. Provide open meeting space with tables that can be configured for 10 persons

**Student Lounge**

Provide provision for the furnishings to be arranged to create a diversity of activities within this space. Include space for a lounge chairs and a sofa, space for up to 2 pinball machines, space for a pool table, space for four (4) two-person cafe tables and chairs access to vending machines located in the adjacent courtyard. Provide a counter with sink and space for microwave, oven, two-burner heating element for preparation of light snacks.

**Office Spaces**

Conform to District Standards for faculty office space including the provision of utilities for up to two desks per office

## SECTION 01 10 01

**SUMMARY OF WORK - DESIGN SERVICES****PART 1 GENERAL****1.01 SUMMARY**

This section includes summary of work including:

1. Design Services
2. Schematic Design Phase
3. Design Development Phase
4. Construction Documents
5. Construction Phase
6. Operation/Project Close Out
7. Design-Build Entity's Responsibility for Finished Construction
8. District's Responsibilities

**1.02 DESIGN SERVICES****A. Summary of Design and Technical Requirements**

1. The Request for Proposal sets forth District's minimum design and construction requirements for the Project that Design-Build Entity shall meet in preparing designs and construction of the Project. Design-Build Entity shall prepare designs to meet these requirements and submit deliverables as described in this Section 01 10 01. The requirements of this Section 01 10 01 supplement but do not supersede the requirements of the Request for Proposal.
2. Design-Build Entity shall submit designs and deliverables meeting the requirements of the Drawings and Specifications at completion of 50% and 100% Design Development, 50%, 90% and 100% Construction Document completion, or prior to release to the field or to subcontractors for construction, as required in this Section 01 10 01. Design-Build Entity may elect to create incremental packages of major building components or activities it deems advantageous towards scheduling or permitting efficiencies.
3. In the event of any conflict between the Request for Proposal and the District's Design Standards, then the more stringent requirement providing District with the greater scope of work shall control. Unless specifically and expressly limited, Design-Build Entity's scope of work shall include all architectural, engineering, procurement and construction services necessary to complete the Project.
4. Beginning January 1, 2008, Division of the State Architect will require compliance with International Building Code 2008 (IBC 2008). Design-Build Entity shall provide designs in conformance with IBC 2008.
5. Design-Build Entity is required to participate, on District's behalf, in PG&E's Savings By Design Program and/or their California Community Colleges/Investor Owned Utilities Program for all new buildings and existing building renovations/modernizations designed and constructed as part of the Project.

**B. Summary of Services**

1. Unless specifically excluded in this Contract, Design-Build Entity shall provide to District all professional architectural and engineering services, including but not limited to all civil, electrical, fire protection, mechanical, structural engineering, landscape, and cost estimating services necessary

to perform Design-Build Entity's obligations under the Contract Documents and to complete the Project and to perform Design-Build Entity's obligations under the Contract Documents (the "Services").

2. Design-Build Entity shall perform the Services using the persons and subconsultants listed in Design-Build Entity's Proposal and may substitute personnel or subconsultants only upon District's written consent, which may be withheld or delayed in District's discretion. Design-Build Entity represents that it and its subconsultants possess all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. Design-Build Entity's licensed subconsultants (architectural and engineering) shall owe a duty of care to District in performing their architectural and engineering portions of the Services.
3. Design-Build Entity and its subconsultants shall make an independent assessment of the accuracy of the information provided by District concerning existing conditions (including but not limited to existing utilities and structures and tie-ins to existing or contemplated facilities) and the adequacy of available design information/technical reports. Design-Build Entity shall rely on the results of its own independent investigations and not on information provided by District. Design-Build Entity shall conduct such further investigations of existing conditions as are necessary for Design-Build Entity to perform the Services and shall advise District of any further design or other services necessary to complete the Project.
4. Design-Build Entity and its subconsultants' design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. All drawings, specifications, structural and electrical design calculations, site data, cost estimates and any other deliverable required by State or Federal law shall comply with State and federal standards. Design-Build Entity shall comply with any other requirements of public or private authorities with jurisdiction over the Project, the drawings and specifications, or tie-ins to the Project. Design-Build Entity shall comply with the applicable standard of care when preparing drawings and specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, including necessary tie-ins, applicable to the Project and the Services, including, but not limited to, those listed in this Contract, all environmental, energy conservation, energy tie-in, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project.
5. Design-Build Entity shall perform all services and activities necessary to comply with all applicable governmental regulations and requirements and to obtain all applicable governmental reviews and approvals for and regarding the Work.
6. District at all times shall have the right (but not the duty) to review Design-Build Entity's design work, whether performed by Design-Build Entity or a subconsultant of any tier, and whether in a final or preliminary form, to determine progress and conformance to the requirements of the Contract Documents. In the event District should ever dispute the conformance of any design work (at any stage) with the intent of the Contract, then the District's determination shall control and Design-Build Entity and/or its subconsultants shall perform the disputed design services and/or work to completion in accord with the District's determination. Design-Build Entity shall, however, retain its rights under the procedure in Document 00 71 00 (General Conditions) Article 12 for claims and disputes, and Design-Build Entity may under that procedure, in its name, advance any claim of any subconsultant of any tier.

#### C. Coordination of Architectural and Engineering Subconsultants/Other Contractors

1. Design-Build Entity shall fully coordinate all architectural and engineering disciplines and

subconsultants involved in completing the Work. Design-Build Entity's subconsultants shall fully coordinate with Design-Build Entity and all architectural and engineering disciplines and subconsultants involved in completing the Work.

- a. Design-Build Entity shall require its subconsultants to agree in their subcontracts to coordinate with Design-Build Entity and other subconsultants.
  - b. Design-Build Entity shall conduct at least monthly design coordination meetings with all subconsultants employed by Design-Build Entity.
  - c. Design-Build Entity shall present District with monthly design coordination reports. Design coordination reports shall include written verification that all design coordination responsibilities appropriate to the stage of Services have been fulfilled. These reports shall be included with each Design-Build Entity Application for Payment and will be a condition of payment.
2. Similarly, Design-Build Entity and all of its architectural and engineering disciplines and subconsultants shall coordinate as required with contractors, designers and other consultants in the following other District projects:
    - a. College of San Mateo CIP2 Design Build Project
    - b. College of San Mateo North Gateway Project
    - c. College of San Mateo Fine Arts Complex New Elevator and Stair Tower

#### D. Coordination with Master Scheduling

1. Design-Build Entity shall complete or cause to be completed all services required under this Agreement in accordance with the Milestone Construction Schedule set forth in Section 01 32 16 Progress Schedules and Reports, as well as all approved Project schedules and updates thereto.
2. As required in Section 01 32 16 Progress Schedules and Reports, Design-Build Entity shall provide District with a design and construction schedule that outlines dates and time periods for the delivery of Design-Build Entity's services and requirements for information from the District for the performance of its services. This schedule shall be updated monthly, and shall meet the following requirements:
  - a. The schedule shall fit within and coordinate with the overall Milestone Schedule, including any and all design interfaces referenced in the Master Schedule and all updates to the Master Schedule.
  - b. The schedule shall be in a computer software format compatible with District's existing computer software format, Primavera P3 Version 3.1, or other format acceptable to the District.
  - c. The schedule shall fit within the requirements of the District for partial utilization of construction packages, systems, equipment, and areas, as identified in information provided to Design-Build Entity.
  - d. For each phase of the Services under this Section 01 10 01 Summary of Work – Design Services, Design-Build Entity shall prepare and submit for District's acceptance a task list identifying the principal tasks (and subtasks) defining the scope of work of each phase. The main purpose of the task list shall be to promote coordination and scheduling of the District and third parties whose actions might impact Design-Build Entity's progress.
    - i. The task list for each phase of Design Services shall be submitted with the deliverables at the conclusion of the previous phase of Design Services.
    - ii. The task list shall list all points of District and third party interface, for example, approvals, reviews, design input and supplying information. The task list shall include a

listing of Design-Build Entity's anticipated specific requirements for information, decisions or documents from District necessary for Design-Build Entity's performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project.

3. Design-Build Entity shall adjust and cause its retained subconsultants (and subcontractors, if any) to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules.
  4. Design-Build Entity shall meet with, make written recommendations to, and coordinate with District at least twice a month, or more frequently if necessary, regarding ongoing design and construction work, with respect to the following subject matters:
    - a. Conformance of design to Program Requirements, including the District's Design Standards.
    - b. Value engineering, if needed (including value engineering design, quantity surveys of materials, equipment or labor, or audits or inventories),
    - c. Constructability.
- E. Deliverables Required Under This Section - Generally
1. All deliverables required under this Section shall be submitted in full compliance with the Contract Documents, shall be submitted in conformance with the requirements of Section 01 32 19 Submittal Procedures.
  2. Deficiencies in deliverables and modifications to conform with program requirements and modifications to achieve acceptability of deliverables to District, shall be promptly performed, and the cost thereof included in the Contract Price.

### **1.03 SCHEMATIC DESIGN PHASE**

#### **A. Period of Service**

1. After acceptance by District of Design-Build Entity's Proposal, and upon written authorization from District, Design-Build Entity shall proceed with the performance of Services called for in the Schematic Design Phase.
2. Design-Build Entity shall submit the deliverables required by the Schematic Design Phase.

#### **B. Consultation with District**

1. Design-Build Entity shall consult with District to clarify and define the requirements for the work and review available data.
2. Design-Build Entity shall review District's Program for scope, coordination requirements, criteria, budget and constructability.
3. Design-Build Entity shall identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

#### **C. Site Visits, Investigations and Other**

1. Design-Build Entity shall investigate existing conditions through site visits and otherwise, to

2. Design-Build Entity shall advise District as to the necessity of obtaining additional information related to the Site necessary for purposes of design. Such advice and statement of necessity shall be in writing and explain fully the considerations involved. Such information might include, by way of example only: description of property boundaries or as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data, logs of borings, etc. If the District possesses such information, it will be made available to Design-Build Entity.
3. Design-Build Entity shall review all available information regarding existing conditions of any nature (whether supplied by District, generated under the Contract, or secured from third parties), and advise District whether such data is adequate for purposes of design.

#### D. Schematic Layouts, Sketches and Conceptual Design

1. Design-Build Entity shall prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.
2. Reports and exhibits shall incorporate District's Program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until District and Design-Build Entity agree that the design concept achieves the Program requirements and the Project's intent. Design-Build Entity shall participate in progress meetings with representatives of District and shall coordinate with District formal design presentations at times indicated on the project schedule.
3. Design-Build Entity shall prepare and submit to District for approval:
  - a. Outline specifications including architectural, structural, mechanical, electrical, plumbing, security, teledata, and instrumentation systems and materials proposed;
  - b. Digital 3D models, mounted presentation site plans, floor plans, elevations and rendered perspectives at an appropriate scale necessary to convey the architectural design, and
  - c. Tabulation of both gross and assignable floor areas including a comparison to the initial program area requirements.
4. Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Design-Build Entity's findings and recommendations. Reports and exhibits shall clearly indicate when a proposed design solution, product or system has been in service fewer than ten (10) years, and if the design solution, product or system has never been approved by the permitting authority(ies).
5. Design-Build Entity shall provide a narrative report by each design discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, geotechnical, electronics and security systems, types of equipment, materials, finishes, site development and landscaping. The rationale shall include initial costs, lifecycle costs, and life expectancy and maintenance considerations.

#### E. Present Schematic Documents to District



1. Design-Build Entity shall attend three (3) meetings, each of duration of three (3) hours, with representatives of District, interested parties, governmental entities, as necessary, and provide information to fully describe the project.
2. Design-Build Entity shall present Schematic Design Phase documents to District and secure its approval.

#### **1.04 DESIGN DEVELOPMENT PHASE**

##### **A. Period of Service**

1. After acceptance by District of Design-Build Entity's Schematic Design Phase deliverables, and upon written authorization from District, Design-Build Entity shall proceed with the performance of the services called for in the Design Development Phase. The intent of Design-Build Entity's Design Development Phase submittal is to obtain District approval for design revisions, refinements, and concept elaborations produced by Design-Build Entity during Design Development prior to Construction Document production.
2. Design-Build Entity shall submit the deliverables required by the Design Development Phase.
3. Design-Build Entity shall at the outset of this Phase make full written disclosure to District, and obtain District's express written approval of any proposed innovative, unique, proprietary, or sole source design features. District retains full discretion to disapprove such features, unless such features were fully disclosed and accepted by District during the Proposal or Schematic Design phases.

##### **B. General Scope of Project and Final Design Criteria**

1. After consultation with District and on the basis of Request for Proposal, Design-Build Entity shall: determine the scope, extent and character of the Project and establish final design criteria; participate in, or initiate periodic reviews or workshops as necessary with District Project Manager, District departmental stakeholders, and their consultants during the Design Development Phase; and at a minimum, participate in biweekly progress meetings with District Project Manager and consultants.

##### **C. Design Development Documents**

1. Design-Build Entity shall prepare documents consisting of final design criteria, Design Development drawings, and outline specifications (together, "Design Development Documents"). Design Development Documents shall include, but are not limited to:
  - a. Site plans, architectural, landscape, structural, mechanical and electrical floor plans, elevations, cross sections, room finish schedules, door and window schedules, and other mutually agreed upon Drawings deemed necessary to describe the developed design.
  - b. Outline specifications describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, security, mechanical and electrical systems and equipment.
  - c. Design-Build Entity shall provide to District's Project Manager for District approval two copies of a color schedule, samples of types and size acceptable to the Project Manager of textures and finishes of all materials in the Work at the Project.
  - d. A grading and drainage plan and a site plan from architectural information showing a final development of the site. This Drawing will also include a horizontal and vertical control plan and utility connections to the infrastructure plan. The services described in this subparagraph

shall be provided by a professional civil engineer who is to subcontract with Design-Build Entity.

- D. Additional Data or Services. Design-Build Entity shall advise District in writing if additional data or services of the following types are necessary and obtain such data and services as directed in writing by District:
1. Borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
  2. Appropriate professional interpretations of the foregoing; and
  3. Other special data or consultations necessary or useful in completion of the Project.
- E. Report on Additional Permits or Reports. Advise in writing if any of the following are required:
1. Governmental permits of any type; and
  2. Reports of any type to governmental agencies;
- F. Review with District. Prepare, for approval by District, written design criteria for mechanical, electrical, teledata, controls and security systems.
- G. Fire Marshal Coordination. Design-Build Entity shall be fully responsible for obtaining and coordinating all necessary Fire Marshal approvals. Design-Build Entity shall seek acceptance by local Fire Marshal, and shall seek approval of State Fire Marshal.
- H. Lifecycle and Alternates Workshop
1. Participate with District's designated consultants in the conduct of an approximate eight hour Lifecycle and Alternates Workshop.
  2. Participate, and arrange for the participation of Design-Build Entity's consultants in the Lifecycle and Alternates Workshop and provide lifecycle analysis on all major components and equipment and cost/benefit of alternate systems and materials.
  3. Prepare and submit to District for District's approval comparative cost studies of proposed major building systems for analysis in the Lifecycle and Alternates Workshop. Studies shall include first cost and lifecycle cost for all major components and equipment. Studies shall also include alternates to proposed major building systems.
- I. Present Design Development Documents to District
1. Design-Build Entity shall attend three (3) meetings, each of duration of three (3) hours, with representatives of District, interested parties, governmental entities, as necessary, and provide information to fully describe the project.
  2. Design-Build Entity shall present Design Development Phase documents to District and secure its approval.

## **1.05 CONSTRUCTION DOCUMENT PHASE**

### **A. Period of Service**

1. After acceptance by District of the Design Development Documents and any other required deliverables in the Design Development Phase, and upon written authorization from District,

Design-Build Entity shall proceed with the performance of the services called for in the Construction Documents Phase.

2. Design-Build Entity shall submit the deliverables required by the Construction Documents Phase within the stipulated period required in the Project Schedule.
- B. Construction Documents. On the basis of the District-approved Design Development Documents, Design-Build Entity shall prepare for incorporation in the Contract Documents final Drawings and Specifications (together, “Construction Documents”) to show the work to be furnished and performed by Design-Build Entity. Construction Documents shall set forth in detail the requirement for construction of all work to be performed by Design-Build Entity and to obtain all required permits. Construction Documents shall set forth in detail the requirement for construction of all Work to be performed, but shall not supersede the Contract Documents (including District Design Standards) where the Contract Documents contain a more stringent requirement.
  - C. Construction Documents Drawings shall be prepared in accordance with industry standards. Construction Documents Specifications shall be prepared in conformance with the 2004 MasterSpec format of the Construction Specification Institute. Design-Build Entity shall have complete responsibility to secure timely review by all authorities with jurisdiction.
  - D. The same architectural and engineering team (and team personnel) that prepared the Design Development Documents shall complete the Construction Documents.
  - E. Compliance with Codes, Regulations and Requirements. Prepare Construction Documents in full compliance with the Contract Documents (including without limitation District Design Standards), applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work.
  - F. Make full written disclosure to District, and obtain District’s express written approval of any proposed innovative, unique, proprietary, or sole source design features.
  - G. Warranty. Design-Build Entity warrants to District that the final design, as expressed in the Construction Documents:
    1. Will be constructible, workable, watertight, and within Design-Build Entity’s detailed Project schedule (per Section 01320);
    2. Will comply in all respects with the requirements of the Contract Documents (including without limitation District Design Standards);
    3. Will not call for the use of hazardous or banned materials; and
    4. Will fully comply with applicable building codes, ordinances, standards, governmental regulations, and private restrictions applicable to the Work.
  - H. Design-Build Entity shall prepare and submit draft Construction Documents at the 50% level of completion to District for review. District shall conduct such review as necessary on the 50% Construction Documents and shall advise Design-Build Entity of any necessary modifications, amendments and additions as reasonably required by District. Following receipt of District’s comments, Design-Build Entity shall develop and submit Construction Documents at the 90% level of completion to District for review. District shall conduct such review as necessary on the 90% Construction Documents and shall advise Design-Build Entity of any necessary modifications, amendments and additions as reasonably required by District. Following receipt of District’s comments, Design-Build Entity shall complete final Construction Documents. Such complete Construction Documents shall be deemed the Construction Documents for the Project.

- I. Upon completion of Construction Documents, Design-Build Entity shall submit such plans for approval to the Division of the State Architect, or such other permitting authority that is in place at the time, and obtain necessary permits for the construction and operation of the Project as specified in the Construction Documents. During the same time period, Design-Build Entity shall submit the Construction Documents to District for final approval.
- J. Permits. Design-Build Entity shall secure all necessary permits and approvals, by identifying all necessary permits and approvals, securing necessary forms, and applying for such permits and approvals in Design-Build Entity's name, on the District's behalf. This duty includes, but is not limited to, providing technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and engage in consultations with appropriate authorities.

#### **1.06 CONSTRUCTION PHASE**

- B. Upon District's acceptance of Design-Build Entity's Construction Documents for all or any portions of the Work as Design-Build Entity and District may agree, and upon issuance of approval to construct Project by the Division of the State Architect or such other permitting authority that is in place at the time, District will issue a Notice to Proceed for construction, and Design-Build Entity may commence construction of the Project.
- C. General Administration of Construction. Design-Build Entity's architectural, design, and engineering subconsultants shall make regular visits to the site at intervals appropriate to the various stages of construction as necessary to assure that construction conforms to the final design as approved.
- D. Quality Control and Reporting. Design-Build Entity's architectural, design and engineering subconsultant shall participate fully in Design-Build Entity's required quality control program and shall have a duty to advise Design-Build Entity and District in writing of any observations of defective work, work not in conformance with Drawings and Specifications, and lack of progress consistent with the schedule of work in areas associated with their services.

#### **1.07 OPERATION/PROJECT CLOSE-OUT PHASE**

- A. Operation/Close Out. During the Operation/Project Close-Out Phase, Design-Build Entity and Design-Build Entity's architectural, design, and engineering subconsultants shall, when requested by District, and working with District's commissioning agent, provide all necessary architectural, design and engineering services, including services of its architectural, design and engineering subconsultants, for:
  - 1. Refining, adjusting and correcting of any equipment or systems.
  - 2. Start-up, testing and placing in operation all equipment and systems.
  - 3. Completion of punchlist work.
  - 4. Training District's staff to operate and maintain all equipment and systems.
  - 5. Assist District in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
  - 6. Prepare electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, Plans and other data.
  - 7. Together with District, visit the Project to observe any apparent defects in the completed construction, correct such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.

**1.08 DESIGN-BUILD ENTITY’S OBLIGATION FOR FINISHED CONSTRUCTION**

- A. District’s right to review Design-Build Entity’s design and deliverables, including without limitation Design Development Documents, Construction Documents, shop drawings, samples and Submittals, as specified in the Contract Documents, shall not relieve Design-Build Entity of its responsibility for a complete design and construction complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District’s monitoring and accepting the design as developed and issued by Design-Build Entity, consistent with these Contract Documents. Design-Build Entity’s responsibility to design and construct the Project in conformance with the Contract Documents including, but not limited to, the applicable performance standards and any fully executed change orders, shall be absolute. Such duty may not be altered or diminished by any action other than a signed change order.

**1.09 DISTRICT’S RESPONSIBILITIES**

- A. District shall designate a Project Manager, who is authorized to act on District’s behalf with respect to Design-Build Entity’s Design Services. District or such authorized representative shall facilitate the rendering of required decisions promptly, to avoid unreasonable delay in the progress of Design-Build Entity’s services. District may delegate all or some of Project Manager’s role and function to a separate contractor or to a construction manager. District may change the individual acting as Project Manager and/or the individual or entity acting as a separate contractor or construction manager at any time with notice to Design-Build Entity.
- a. Design-Build Entity shall anticipate that District’s decision-rendering processes require various lead times. Design-Build Entity should use the following Decision Category matrix and the examples provided to anticipate and plan for District decision-rendering lead times.
- i. Category 1 Decision: This category of decision is likely to take one week from the time the issue is presented to District until the time District renders a decision. Category 1 Decisions are likely to be decisions made for similar circumstances in recent projects, and/or performance criteria or choices have been preselected in the District’s Design Standards, and a small group of end-users must be consulted for the decision. Examples of Category 1 Decisions include:
    1. The type of isolation valve for branch water supply lines: butterfly, ball, globe.
    2. The style of walk-off mats for building entries.
    3. The model of acoustic ceiling tile for a particular space.
  - ii. Category 2 Decision: This category of decision is likely to take two weeks from the time the issue is presented to District until the time District renders a decision. Category 2 Decisions are likely to be decisions made for similar circumstances in recent projects, and/or performance criteria or choices have been preselected in the District’s Design Standards, but a larger group of end-users must be consulted for the decision. Examples of Category 2 Decisions include:
    1. Accent wall paint colors in individual offices.
    2. Acceptance of bookstore or kitchen final layouts and equipment lists.
    3. Acceptance of a stained concrete floor mockup.
  - iii. Category 3 Decision: This category of decision is likely to take three weeks from the time the issue is presented to District until the time District renders a decision. Category 3 Decisions are likely to be concerning new circumstances that the District has not faced recently, and/or performance criteria or choices have not been preselected in the District’s Design Standards, and a small group of end-users must be consulted for the decision. Examples of Category 3 Decisions include:
    1. Acceptance of final layouts and equipment lists for fitness, cosmetology, nursing, dental hygiene and other vocational programs.
    2. A decision which was not anticipated by Design-Build Entity and which Design-Build Entity did not list at the beginning of the milestone phase (e.g., at the beginning of the Design Development Phase) as one of the District-required

decisions to be made during that phase of design work. While the issue requiring a decision might normally be a Category 1 or Category 2 Decision, in this instance District's Project Manager could not facilitate the pre-discussions and/or pre-arrangements required of the decision-rendering process and would require an additional week or two weeks to prepare the end-user group for the decision-rendering activity.

3. Accent wall paint colors in public spaces.
- iv. Category 4 Decision: This category of decision is likely to take four or more weeks from the time the issue is presented to District until the time District renders a decision. Category 4 Decisions are likely to be decisions that require large or numerous end-user group discussions, input and/or approval from the Board of Trustees, or were not listed by Design-Build Entity as a District-required decision at the beginning of the milestone phase. Examples of Category 4 Decisions include:
    1. Selection of Design-Build Entity following submission of Proposals.
    2. Major modifications during a subsequent design phase of design solutions presented and accepted during a previous design phase.
    3. Contract modifications concerning scope or price.
- B. Review and Acceptance of Design and Construction Documents: District shall perform timely reviews of progress documents submitted pursuant to the provisions of this Section 01 10 01 Summary of Work – Design Services.
  - C. Permits and Approvals: District shall assist Design-Build Entity in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project.

END OF SECTION

SECTION 01 21 00

**ALLOWANCE**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Non-specified work to be performed only at the determination and direction of the Owner/District.

**1.2 RELATED SECTIONS**

- A. Section 01 29 00—Payments and Completion
- B. Section 01 32 19—Submittal Procedures

**1.3 NON-SPECIFIED WORK ALLOWANCE**

- A. Include in the Contract, a stipulated sum/price of **\$0** for nonspecified items.
- B. Design-Build Entity's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Change Orders authorizing expenditure of funds from this Allowance.
- C. Funds will be drawn from Allowance only with District approval evidenced by a Change Order.
- D. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order.

**PART 2 PRODUCTS**

Not used.

**PART 3 EXECUTION**

Not used.

END OF SECTION

## SECTION 01 26 00

**MODIFICATION PROCEDURES****PART 1 GENERAL****1.1 SUMMARY**

- A. Section includes:
  - 1. Description of general procedural requirements for alterations, modifications, and extras.
- B. Reference
  - 1. Public Contract Code Section 7105(d)(2).

**1.2 GENERAL**

- A. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.
- B. Only Design-Build Entity or District may initiate changes in scope of Work or deviation from Contract Documents.
  - 1. Design-Build Entity may initiate changes by submitting RFIs, Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.
    - a. RFIs shall be submitted to seek clarification of or request changes in the Contract Documents. RFIs shall not be submitted to District seeking clarification to any errors or omissions on behalf of the Design-Build Entity's preparation of the Construction Documents or any other Contract Documents prepared by Design-Build Entity.
    - b. Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00 71 00 (General Conditions).
    - c. Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00 71 00 (General Conditions).
  - 2. Design-Build Entity shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Design-Build Entity shall not be entitled to additional compensation. Design-Build Entity shall be responsible for both District and its consultant's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by District; at District's discretion, such costs may be deducted from progress payments or final payment.
  - 3. District may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.
  - 4. District may initiate changes in the Work or Contract Time by issuing RFPs to Design-Build Entity. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Design-Build Entity.
  - 5. District may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by District only.
  - 6. District and Design-Build Entity may notify the other party, in writing, of a proposed equitable adjustment to the Contract Sum, in accordance with Document 00 71 07 (Supplemental General Conditions – Equitable Price Adjustment).
  - 7. It is the responsibility of the Design-Build Entity to notify the District within 14 days if there is a cost change. Notifications beyond this time limit may result in future claims being time barred.



### 1.3 PROCEDURES

- A. **Cost Proposal and Procedures:** Whenever Design-Build Entity is required in this Section 01 26 00 to prepare a Cost Proposal, and whenever Design-Build Entity is entitled to submit a Cost Proposal and elects to do so, Design-Build Entity shall prepare and submit to District for consideration a Cost Proposal using the form attached to this Section 01 26 00, or other similarly prepared form previously approved by the District. All Cost Proposals must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in paragraphs 1.4 and 1.5 of this Section 01 26 00. After receipt of a Cost Proposal with a detailed breakdown, District will act promptly thereon.
1. If District accepts a Cost Proposal, District will prepare Change Order for District and Design-Build Entity signatures.
  2. If Cost Proposal is not acceptable to District because it does not agree with cost and/or time included in Cost Proposal, District will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section 01 26 00, Design-Build Entity shall have seven Days in which to respond to District with a revised Cost Proposal.
  3. When necessity to proceed with a change does not allow the District sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), District may order Design-Build Entity to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.
- B. **Request for Information:** Whenever Design-Build Entity requires information regarding the Project or Contract Documents or receives a request for information from a Subcontractor, Design-Build Entity may (except as provided in paragraph 1.2.B.1.a above), prepare and deliver an RFI to District. Design-Build Entity shall not submit an RFI to the District if it pertains to a Subcontractor's request for clarification of the Construction Documents or any other Contract Documents prepared by Design-Build Entity. Design-Build Entity shall use RFI format provided by District. Design-Build Entity must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Design-Build Entity shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Design-Build Entity's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Design-Build Entity's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
1. District will endeavor to respond within seven Days from receipt of RFI with a written response to Design-Build Entity, provided that the RFI complies with paragraph B. above and is time critical. Additionally, District may return RFI requesting additional information should original RFI be inadequate in describing condition. Design-Build Entity shall distribute response to all appropriate Subcontractors.
  2. If Design-Build Entity is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.
  3. If Design-Build Entity believes the response is incomplete, Design-Build Entity shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to District clarifying original RFI.
  4. If Design-Build Entity believes that the response results in change in Contract Sum or Contract Time, Design-Build Entity shall notify District in writing within seven Days after receiving the response. If District disagrees with Design-Build Entity, then Design-Build Entity may give notice of intent to submit a Claim as described in Article 12 of Document 00 71 00 (General Conditions), and submit its Claim within 30 days of District's response. If District agrees with Design-Build Entity, then Design-Build Entity must submit a Cost Proposal within 21 Days of District's response to the RFI. Design-Build Entity's failure to deliver either the foregoing notice of Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.
- C. **Supplemental Instruction:** District may issue Supplemental Instruction to Design-Build Entity.
1. If Design-Build Entity is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.

2. If Design-Build Entity believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then Design-Build Entity shall notify District in writing within seven Days after receiving the response. If District disagrees with Design-Build Entity, then Design-Build Entity may give notice of intent to submit a Claim as described in Article 12 of Document 00 71 00 (General Conditions), and submit its Claim within 30 days of District's response. If District agrees with Design-Build Entity, then Design-Build Entity must submit a Cost Proposal within 21 Days of District's response to the RFI. Design-Build Entity's failure to deliver either the foregoing notice of Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.
- D. Construction Change Directives: If at any time District believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, District may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Design-Build Entity shall promptly proceed with the change of Work involved and concurrently respond to District's CCD within 10 Days.
1. Design-Build Entity's response must be any one of following:
    - a. Return CCD signed, thereby accepting District's response, time and cost.
    - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if District so requests.
    - c. Give notice of intent to submit a Claim as described in Article 12 of Document 00 71 00 (General Conditions), and submit its Claim with 30 days.
  2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
    - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
    - b. Unit prices stated in the Contract Documents or subsequently agreed upon.
    - c. Force account.
    - d. Cost to be determined in a manner agreed.
  3. CCD signed by Design-Build Entity indicates the agreement of Design-Build Entity therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
  4. If Design-Build Entity does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by District on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Design-Build Entity may file a Claim per Article 12 of Document 00 71 00 (General Conditions). Design-Build Entity shall keep and present, in such form as District may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.4 and 1.5 of this Section 01 26 00.
  5. Pending final determination of cost to District, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Design-Build Entity to District for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by District. 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.
- E. District Requested RFP: Design-Build Entity shall furnish a Cost Proposal within 21 Days of District's RFP. Upon approval of RFP, District will issue a Change Order directing Design-Build Entity to proceed with extra Work. If the parties do not agree on the price for an RFP, District may either issue a CCD or decide the issue per Article 12 of Document 00 71 00 (General Conditions). Design-Build Entity shall perform the changed Work notwithstanding any claims or disagreements of any nature.
- F. Differing Site Conditions: Design-Build Entity shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to paragraph 13.4 of Document 00 71 00 (General Conditions), which shall govern. If District determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.

- G. Hazardous Waste Conditions: Design-Build Entity shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to paragraph 13.5 of Document 00 71 00 (General Conditions), which shall govern. If District determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.
- H. All Changes:
1. Documentation of Change in Contract Sum and Contract Time:
    - a. Design-Build Entity shall maintain detailed records of Work performed on a time-and-material basis.
    - b. Design-Build Entity shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
    - c. Design-Build Entity shall, on request, provide additional data to support computations for:
      - 1) Quantities of products, materials, labor and equipment.
      - 2) Taxes, insurance, and bonds.
      - 3) Overhead and profit.
      - 4) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
      - 5) Credit for deletions from Contract, similarly documented.
    - d. Design-Build Entity shall support each claim for additional costs, and for Work performed on a cost-and-percentage basis, with additional information including:
      - 1) Credit for deletions from Contract, similarly documented.
      - 2) Origin and date of claim.
      - 3) Dates and times Work was performed and by whom.
      - 4) Time records and wage rates paid.
      - 5) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
  - I. Correlation of Other Items:
    1. Design-Build Entity shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
    2. Design-Build Entity shall revise the Progress Schedules prior to the next monthly pay period.
    3. Design-Build Entity shall enter changes in Project Record Documents prior to the next monthly pay period.
  - J. Responses: For all responses for which the Contract Documents, including without limitation this Section 01 26 00, do not provide a specific time period, recipients shall respond within a reasonable time.
  - K. Disputes: For all disputes arising from the procedures herein, Design-Build Entity shall follow Article 12 of Document 00 71 00.

#### **1.4 COST DETERMINATION**

- A. Total cost of extra Work or of Work omitted shall be the sum of construction labor costs, material costs, equipment rental costs, design professional costs and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders or CCDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Design-Build Entity may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against District, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

Design Professional costs shall be calculated by multiplying the number of hours per design professional by the hourly rate established in the bid form.

- B. Overhead and Profit: (Overhead shall be as defined in paragraph 1.8 of this Section 01 26 00)
1. Overhead and profit on labor for extra Work shall not exceed 15 percent.
  2. Overhead and profit on materials for extra Work shall not exceed 15 percent.
  3. Overhead and profit on equipment rental for extra Work shall not exceed 10 percent.

4. When extra Work is performed by a first tier Subcontractor or a Design Professional, Design-Build Entity shall receive a 5 percent markup on Subcontractors' or Design Professional's total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed 15 percent.
  5. When extra Work is performed by a lower tier Subcontractor, Design-Build Entity shall receive a total of 5 percent markup on the lower tier Subcontractors' total costs of extra Work. First tier Subcontractors and lower tier Subcontractors shall divide the 20 percent markup as mutually agreed.
  6. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 25 percent of the direct cost, notwithstanding the actual number of contract tiers.
  7. On proposals covering both increases and decreases in Contract Sum, overhead, profit, and commission shall be allowed on the net increase only as determined in paragraph 1.4 above. When the net difference is a deduction, no percentage for overhead, profit and commission shall be allowed, but rather a deduction shall apply.
  8. The markup shall include profit and overhead. No markup will be allowed on permits, fees, taxes, insurance, and bonds.
- C. Taxes:
1. All State sales and use taxes, San Mateo County and applicable City sales taxes, shall be included.
  2. Federal and Excise tax shall not be included.
- D. Accord and Satisfaction: Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all Design-Build Entity (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Design-Build Entity may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 71 00 no later than 30 days of Design-Build Entity's first written notice of its intent to reserve rights.

## 1.5 COST BREAKDOWN

- A. Labor: Design-Build Entity will be paid cost of labor for workers (including forepersons when authorized by District) used in actual and direct performance of extra Work. Labor rate, whether employer is Design-Build Entity, Subcontractor or other forces, will be sum of following:
1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
  2. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph 1.5A.1 of this Section 01 26 00, such as taxes and worker's compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
- B. Material: Only materials furnished by Design-Build Entity and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Design-Build Entity, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to District notwithstanding fact that such discount may not have been taken.
  2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
  3. If cost of a material is, in opinion of District, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in paragraph 1.5B.1 of this Section 01 26 00.
- C. Equipment Rental: For Design-Build Entity- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Design-Build Entity- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work

- shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by District. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.
1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by District. The following shall be used in computing rental time of equipment:
    - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
    - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
  2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
    - a. District will pay for costs of loading and unloading equipment.
    - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
    - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
    - d. District will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
  3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which District directs Design-Build Entity to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and District's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
- D. Work Performed by Special Forces or Other Special Services: When District and Design-Build Entity, by agreement, determine that special service or item of extra Work cannot be performed by forces of Design-Build Entity or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Design-Build Entity is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. District must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in paragraph 1.4B of this Section 01 26 00, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

## 1.6 FORCE-ACCOUNT WORK

- A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Design-Build Entity may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by District. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.4 and 1.5 of this Section 01 26 00.
- B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and

- negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between District and Design-Build Entity have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. District may approve other uses of Force-Account Work.
- C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Design-Build Entity shall report to District each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made and acknowledged by District.
  - D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Design-Build Entity shall report to District when 75 percent of the NTE amount has been expended.
  - E. Force-Account Work shall be paid as extra Work under this Section 01 26 00. Methods of determining payment for Work and materials provided in this paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of District, may properly be classified under items for which prices are otherwise established in Contract Documents.

### **1.7 DISTRICT-FURNISHED MATERIALS**

- A. District reserves right to furnish materials as it deems advisable, and Design-Build Entity shall have no claims for costs and overhead and profit on such materials.

### **1.8 OVERHEAD DEFINED**

- A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Design-Build Entity, Subcontractors, or suppliers, and Design-Build Entity shall not invoice or receive payment for these costs separately:
  1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings
  2. Routine field inspection of Work proposed
  3. General Superintendence, including Project Management or Construction Management services provided by Design-Build Entity
  4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary
  5. Computer services
  6. Reproduction services
  7. Salaries of, superintendent, timekeeper, storekeeper and secretaries
  8. Janitorial services
  9. Temporary on-Site facilities, including for any extended periods of Contract Time:
    - a. Offices
    - b. Telephones
    - c. Plumbing
    - d. Electrical: Power, lighting
    - e. Platforms
    - f. Fencing, etc.
    - g. Water
  10. Home office expenses
  11. Insurance and Bond premiums
  12. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
  13. Surveying
  14. Estimating
  15. Protection of Work
  16. Handling and disposal fees
  17. Final cleanup
  18. Small tools
  19. Warranty
  20. Other incidental Work

**1.9 RECORDS AND CERTIFICATION**

- A. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Design-Build Entity or authorized representative shall complete and sign form each Day. Design-Build Entity shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.
- B. No payment for Force-Account Work shall be made until Design-Build Entity submits original invoices substantiating materials and specialists charges.
- C. District shall have the right to audit all records in possession of Design-Build Entity relating to activities covered by Design-Build Entity's claims for modification of Contract, including Force-Account Work and CCD Work.
- D. Further, District will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Design-Build Entity relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Design-Build Entity is a joint venture, right of District shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Design-Build Entity to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article 12 of Document 00 71 00.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

SAMPLE OF COST PROPOSAL FORM FOLLOWS ON NEXT PAGE

**COST PROPOSAL (CP)**

<input type="checkbox"/> PROJECT/Contract Number <input type="checkbox"/>	CP Number: _____
To: The San Mateo County Community College District	Date: _____
Attention: [Point of Contact]	In Response To: (RFP#, etc.) _____
[Insert POC address]	
[Insert POC address] Telephone: (650) [_____]	
[Insert POC address] Fax: (650) [_____]	
From:	REQUESTED CHANGE IN CONTRACT TIME (DAYS) _____

Brief description of change(s): \_\_\_\_\_

	D-B Entity	First-Tier Subcontractors			Lower-Tier Subs		Totals
		Sub A	Sub B	Sub C	Sub A1	Sub B1	
<b>LABOR</b>							
Cost	\$ -	\$ 5,000	\$ 10,000	\$ 20,000	\$ 1,000	\$ 3,000	\$ 39,000
Mark-up							
%	15%	15%	15%	15%	15%	15%	
\$\$	\$ -	\$ 750	\$ 1,500	\$ 3,000	\$ 150	\$ 450	\$ 5,850
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							<b>Labor Total Including Taxes \$ 44,850</b>
<b>MATERIALS</b>							
Cost	\$ -	\$ 2,000	\$ 4,000	\$ 10,000	\$ 500	\$ 1,500	\$ 18,000
Mark-up							
%	15%	15%	15%	15%	15%	15%	
\$\$	\$ -	\$ 300	\$ 600	\$ 1,500	\$ 75	\$ 225	\$ 2,700
Taxes	\$ -	\$ 165	\$ 330	\$ 825	\$ 41	\$ 124	\$ 1,485
							<b>Materials Total Including Taxes \$ 22,185</b>
<b>RENTALS</b>							
Cost	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ 2,500
Mark-up							
%	10%	10%	10%	10%	10%	10%	
\$\$	\$ -	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ 250
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							<b>Rentals Total Including Taxes \$ 2,750</b>
<b>DESIGN SERVICES</b>							
Cost	\$ 5,000	\$ -	\$ -	\$ -			\$ 5,000
Mark-up							
%	15%	15%	15%	15%			
\$\$	\$ 750	\$ -	\$ -	\$ -			\$ 750
							<b>Design Services Total \$ 5,750</b>
<b>SPECIALTY WORK</b>							
Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mark-up							
%	15%	15%	15%	15%	15%	15%	
\$\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							<b>Specialty Work Total \$ -</b>
Total All Costs n.i.c. Sales Tax	\$ 5,000	\$ 7,000	\$ 14,000	\$ 32,500	\$ 1,500	\$ 4,500	\$ 64,500
D-B Entity Mark-up on Sub Costs		\$ 350	\$ 700	\$ 1,625	\$ 75	\$ 225	\$ 2,975
1st Tier Subcontractor Mark-up on Lower-tier Subs					\$ 75	\$ 225	\$ 300
							<b>Total All Contractor Mark-ups \$ 12,825</b>
							Total Mark-up as a % of Costs 19.88%
							Total Sales Tax \$ 1,485
							<b>GRAND TOTAL \$ 78,810</b>
Print Name & Title:	Signature:			Date:			

**Notes:**

1. D-B Entity figures are to include only self-performed work. Do not include the value of work performed by first or lower-tier subs.
2. First-tier subcontractor figures are to include only self-performed work. Do not include the value of work performed by lower-tier contractors.

END OF SECTION



## SECTION 01 29 00

**PAYMENTS AND COMPLETION****PART 1 GENERAL****1.1 SUMMARY**

Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

**1.2 REFERENCES**

- A. California Public Contract Code
- B. Code of Civil Procedures
- C. Government Code

**1.3 SCOPE OF WORK**

Work under Contract Documents, or under any Proposal Item, allowance, or alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

**1.4 DETERMINATION OF QUANTITIES**

Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by District, of units of work satisfactorily completed in accordance with Contract Documents or as directed by District. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Section 01 29 00. If methods are not so set forth, measurements shall be made in any manner which District considers appropriate for class of Work measured (e.g., pre-assigned values, percentage completion, units completed or incremental milestones). Design-Build Entity must immediately inform District of any disputes regarding quantity measurements and shall immediately supply District with any documentation supporting the disputed measurements.

**1.5 SCOPE OF PAYMENT**

- A. Except as otherwise expressly stated in Section 01 10 00 (Summary of Work), payment to Design-Build Entity at the unit price or other price fixed in Contract Documents for performing Work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents, and as either may be adjusted pursuant to any approved Change Order or Construction Change Directive, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense incurred by Design-Build Entity for any purpose in connection with the performance and completion of said Work, including all incidental work necessary for completion of the Work.
- B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, including all Design-Build Entity overhead and profit, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
  - 1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Proposal Item (whether lump sum or unit price) until acceptance by District;

2. All expenses incurred due to suspension, or discontinuance of Work or discontinuance of Proposal Item (whether lump sum or unit price) as provided in Contract Documents;
  3. Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Proposal Item (whether lump sum or unit price).
- C. Whenever it is specified herein that Design-Build Entity is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Design-Build Entity is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price Proposal, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.
- D. Unit Prices shall apply to work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities contained in Document 00 41 00 (Proposal Form) or otherwise referenced in Section 01 10 00 (Summary of Work). If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Design-Build Entity's incremental cost differential resulting from increased or decreased economies of scale.
- E. No payment shall be made for materials or equipment not yet incorporated into the Work.
- F. The District may, in its discretion, where Design-Build Entity requests payment on the basis of materials and equipment not incorporated in the Work, Design-Build Entity must satisfy the following conditions:
1. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
  2. Full title to the materials and/or equipment shall vest in District at the time of delivery to the Site, warehouse or other storage location;
  3. Obtain a negotiable warehouse receipt, endorsed over to District for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to District;
  4. Stockpiled materials and/or equipment shall be available for District inspection, but District shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Design-Build Entity of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;
  5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Design-Build Entity's expense;
  6. At Design-Build Entity's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
  7. Design-Build Entity's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that District has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect District's interest therein, all of which must be satisfactory to District. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.
- G. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Design-Build Entity as they are incorporated.

## 1.6 BASIS OF PAYMENT

- A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Proposal Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by District and certified by Design-Build Entity, in accordance with Contract Documents.
- B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.

- C. Allowances: Allowance items (if any – refer to Section 01 21 00 (Allowance)) will be paid for as provided in Section 01 10 00 (Summary of Work) and Section 01 10 01 Summary of Work – Design Services . Funds authorized for Allowance work will not be released for Contract payments unless District has authorized Allowance work in writing.
- D. District does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Proposal Item or Items, or to add work not originally included in Proposal or Contract Documents, when in its judgment such change is in best interest of District. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of Proposal Items.

## 1.7 PROGRESS PAYMENTS

- A. If requested by Design-Build Entity, progress payments will be made monthly.
- B. Schedule of Values:
  - 1. Within ten Days from issuance of Notice of Award and prior to the Design-Build Entity’s first Application for Payment, submit an initial breakdown of Proposal, including detailed breakdown of all design phases. Detailed construction activities need not be included in this initial submittal. Prior to commencing construction, Design-Build Entity shall submit for review and approval a more detailed breakdown of the construction activities of its Proposal by scheduled Work items and/or activities, including coordination responsibilities and Contract Closeout responsibilities, per Section 01 77 00, Contract Closeout. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Design-Build Entity shall furnish such breakdown of the total Contract Sum by assigning dollar values to each applicable Progress Schedule activity, which cumulative sum equals Contract Sum. The format and detail of the breakdown shall be as directed by District to facilitate and clarify future progress payments to Design-Build Entity for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.
  - 2. Design-Build Entity’s overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Proposal Item) and/or other financing, as well as “general conditions costs,” (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Design-Build Entity’s total Contract Sum, less any allowances designated by District.
  - 3. District will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by District, District will accept this Schedule of Values for use. District shall be the sole judge of fair market cost allocations.
  - 4. District will reject any attempt to increase the cost of early activities, i.e., “front loading,” resulting in a complete reallocation of moneys until such “front loading” is corrected. Repeated attempts at “front loading” may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to District.
  - 5. Funds shall be allocated in the Schedule of Values for Project Closeout.
- C. Applications for Payment: Design-Build Entity shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition:
  - 1. On or before the 16<sup>th</sup> of the month, Design-Build Entity shall meet with the District’s Representative and the Inspector of Record, if directed by the District, with proposed “pencil copy” of Application for Payment indicating % complete for each value. Application for Payment shall include % complete for each value as agreed in the pre-Application meeting.
  - 2. On or before the 20<sup>th</sup> Day of each month (but after District’s receipt of the updated Schedule as required by Section 01 32 16 (Progress Schedules and Reports)), Design-Build Entity shall submit to District one copy of an Application for Payment for the cost of the Work put in place during the period from the first Day of the previous month to the last Day of the current month, along with one copy of the District-approved updated Schedule. Such Applications for Payment shall be for

the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Proposal item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Design-Build Entity shall submit in a form acceptable to District, and following the format of AIA Form G702/G703, an itemized cost breakdown of Design-Build Entity's record of Cost of the Work together with supporting data and any certification required by District. If Design-Build Entity is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Design-Build Entity's Application for Payment being delayed for more than a Day for Day basis.

3. Applications for Payment may include, but are not necessarily limited to the following:
    - a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
    - b. Up to 75 percent of the cost of equipment identified in paragraph 1.5F of this Section 01 29 00 (if any), if purchased and delivered to the Site or stored off Site, as may be approved by District.
    - c. Up to 75 percent of the cost of materials identified in paragraph 1.5F of this Section 01 29 00 (if any), specifically fabricated for the Project that are not yet incorporated into the Work.
  4. At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Design-Build Entity has fulfilled all scheduling requirements of Document 00700 (General Conditions) and Section 01 32 16 (Progress Schedules and Reports), including updates and revisions. A responsible officer of Design-Build Entity shall execute the certification.
  5. No progress payment will be processed prior to District receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Section 01 32 16 justifies denying the entire Application for Payment.
  6. Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to District.
  7. If District requires substantiating data, submit information requested by District, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
  8. If Design-Build Entity fails or refuses to participate in work reconciliations or other construction progress evaluation with District, Design-Build Entity shall not receive current payment until Design-Build Entity has participated fully in providing construction progress information and schedule update information to District.
- D. Progress Payments
1. District will review Design-Build Entity's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, District will make appropriate notations and return to Design-Build Entity. Design-Build Entity shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
  2. Each Application for Payment may be reviewed by District and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by District pursuant to the Schedule of Values prepared in accordance with paragraph 1.7B of this Section 01 29 00.
  3. If it is determined that the Application for Payment is not proper and suitable for payment, District will return it to the Design-Build Entity as soon as practicable, but no later than seven Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If District determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then District may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
  4. Pursuant to Public Contract Code Section 20104.50, if District fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment

from Design-Build Entity, District shall pay interest to the Design-Build Entity equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which District exceeds the seven-Day return requirement set forth herein.

5. As soon as practicable after approval of each Application for Payment for progress payments, District will pay to Design-Build Entity in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of District, Work is not proceeding in accordance with Contract, or Design-Build Entity is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
6. Before any progress payment or final payment is due or made, Design-Build Entity shall submit satisfactory evidence that Design-Build Entity is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. If District is notified of impropriety of Design-Build Entity's payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into work and previously paid to Design-Build Entity, District may elect in its sole discretion to pay progress payments by joint check to Design-Build Entity and each Subcontractor having an interest in that progress payment in such amount.
7. District reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of District, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.
8. Granting of progress payment or payments by District, or receipt thereof by Design-Build Entity, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Design-Build Entity to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
9. When District shall charge sum of money against Design-Build Entity under any provision of Contract Documents, amount of charge shall be deducted and retained by District from amount of next succeeding progress payment or from any other moneys due or that may become due Design-Build Entity under Contract. If, on completion or termination of Contract, such moneys due Design-Build Entity are found insufficient to cover District's charges against it, District shall have right to recover balance from Design-Build Entity or Sureties.

## **1.8 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION**

- A. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
  1. At request and expense of Design-Build Entity, securities listed in Section 16430 of the Government Code, 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 Design-Build Entity and District which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Design-Build Entity. Upon satisfactory completion of Contract, securities shall be returned to Design-Build Entity.
  2. Alternatively, Design-Build Entity may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Design-Build Entity. At the expense of Design-Build Entity, Design-Build Entity may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Section 01 29 00 for securities deposited by Design-Build Entity. Upon satisfactory completion of Contract Documents, Design-Build Entity shall receive from escrow agent all securities, interest, and payments received by the escrow agent from District, pursuant to the terms of this Section 01 29 00. Pay to each Subcontractor, not later than 20 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld

from each Subcontractor, on the amount of retention withheld to insure the performance of Design-Build Entity.

3. Design-Build Entity shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
4. Enter into escrow agreement with Controller according to Document 00 43 45 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Design-Build Entity, and termination of escrow upon completion of Contract Documents.
5. Public Contract Code Section 22300 is hereby incorporated in full by this reference.

## **1.9 FINAL PAYMENT**

- A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Design-Build Entity maintenance after Final Acceptance, District will pay to Design-Build Entity, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.
- B. Prior progress payments shall be subject to correction in the final payment. District's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Design-Build Entity under Contract Documents and shall be full measure of compensation to be received by Design-Build Entity.
- C. Design-Build Entity and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to District's obligation to make final payment, Document 00 65 73 (Agreement and Release of Any and All Claims) discharging District, its officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

## **1.10 EFFECT OF PAYMENT**

- A. Payment will be made by District, based on District's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that District has:
  1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
  2. Reviewed construction means, methods, techniques, sequences, or procedures;
  3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by District to substantiate Design-Build Entity's right to payment; or
  4. Made examination to ascertain how or for what purpose Design-Build Entity has used money previously paid on account of the Contract Sum.

## **1.11 ALLOWANCE**

- A. District will authorize and direct Design-Build Entity regarding provisions in this paragraph.
- B. Allowance Amount: as listed in Document 00 52 00 (Agreement).
- C. District shall determine in its sole discretion which, if any, costs it will authorize in writing to be paid from the Allowance. Generally, the Allowance will be used only for District-initiated changes in scope of Work of Contract Documents.
- D. Cost shall be determined as for CCD work as provided in Section 01 26 00 (Modification Procedures).
- E. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Design-Build Entity on account of Work covered by the Allowance, and the Contract Sum will be correspondingly adjusted.

## **PART 2 PRODUCTS – NOT USED**

## **PART 3 EXECUTION – NOT USED**

END OF SECTION

## SECTION 01 31 19

**PROJECT MEETINGS****PART 1 GENERAL****1.1 SUMMARY**

## A. Section Includes:

1. Descriptions of the required Project meetings for the Work. These meetings include:
  - a. Preconstruction Conference
  - b. Schedule Review Meetings
  - c. Weekly Progress Meetings
  - d. Progress Schedule and Billing Meetings
  - e. Special Meetings
  - f. Other Meetings as required by District to facilitate progress of the Project, including Design Review Meetings during Design Phases of Project.

**1.2 PRECONSTRUCTION CONFERENCE**

- A. District will call for and administer Preconstruction Conference at time and place to be announced (usually 2-3 weeks prior to start of Work at the Site).
- B. Design-Build Entity, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.
- C. Agenda will include, but not be limited to, the following items:
  1. Schedules
  2. Personnel and vehicle permit procedures
  3. Use of premises
  4. Location of the Design-Build Entity's on-Site facilities
  5. Security
  6. Housekeeping
  7. Submittal and RFI procedures
  8. Inspection and testing procedures, on-Site and off-Site
  9. Utility shutdown procedures
  10. Control and reference point survey procedures
  11. Injury and Illness Prevention Program
  12. Design-Build Entity's Initial Schedule
  13. Design-Build Entity's Schedule of Values
  14. Design-Build Entity's Schedule of Submittals
  15. Project Directory
  16. Design-Build Entity's Emergency Contact List
- D. District will distribute copies of minutes to attendees. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

**1.3 SCHEDULE REVIEW MEETINGS**

- A. Meet with District within 60 days from Notice to Proceed (Design) date to review draft Schedule of Values and Initial Schedule. Meet with District within 90 days from Notice to Proceed (Design) date and conduct initial review of Design-Build Entity's draft Shop Drawing and Sample Submittal Schedule.
- B. Authorized representative in Design-Build Entity's organization, designated in writing, who will be responsible for working and coordinating with District relative to preparation and maintenance of Progress Schedule shall attend the initial schedule review meeting.
- C. Design-Build Entity shall, within 10 Days from (if not prior to) the Notice to Proceed (Construction) date, meet with District to review the Progress Schedule and construction schedule submittals.

1. Design-Build Entity shall have its manager, superintendent, scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one-Day period.
  2. District's review will be limited to submittal's conformance to Contract Documents requirements including, but not limited to, coordination requirements. District's review may also include:
    - a. Clarifications of Contract Requirements.
    - b. Directions to include activities and information missing from submittal.
    - c. Requests to Design-Build Entity to clarify its schedule.
  3. Within 14 Days of the Schedule Review Meeting, Design-Build Entity shall respond in writing to all questions and comments expressed by District at the meeting.
- D. Design-Build Entity will administer Schedule Review Meetings and shall distribute minutes of Schedule Review Meetings to attendees. Attendees shall have 10 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Schedule Review Meetings.

#### **1.4 WEEKLY PROGRESS MEETINGS**

- A. Weekly Progress Meetings will be scheduled throughout duration of Work at a time acceptable to the District. Progress meetings will be held weekly unless otherwise directed by District.
1. Meetings shall be held at Design-Build Entity's on-Site office unless otherwise directed by District.
  2. The Design-Build Entity will prepare agenda and distribute it 2 Days in advance of meeting to Design-Build Entity. District reserves the right to direct Design-Build Entity to add additional matters to the meeting agenda, or to raise additional matters at the Weekly Progress Meeting.
  3. Design-Build Entity will record meeting notes of the Weekly Progress Meeting. Within 4 Days after the meeting, Design-Build Entity will distribute minutes to District though e-mail, and to those affected by decisions made at meeting. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes will constitute final memorialization of results of meeting.
- B. Progress meetings shall be attended by Design-Build Entity's job superintendent, major Subcontractors and suppliers, District, and others as appropriate to agenda topics for each meeting.
- C. Agenda will contain the following items, as appropriate:
1. Review, revise as necessary, and approve previous meeting minutes
  2. Review of Work progress since last meeting
  3. Status of Construction Work Schedule, delivery schedules, adjustments
  4. Submittal, RFI, and Change Order status
  5. Review of the Design-Build Entity's safety program activities and results, including report on all serious injury and/or damage accidents
  6. Other items affecting progress of Work

#### **1.5 PROGRESS SCHEDULE AND BILLING MEETINGS**

- A. A meeting will be held on approximately the 16<sup>th</sup> of each month or as agreed to with the District (but no more than once every 30 days) to review the schedule update submittal and progress payment application.
1. At this meeting, at a minimum, the following items will be reviewed:
    - a. Percent complete of each activity;
    - b. Time impact evaluations for Change Orders and Time Extension Request;
    - c. Actual and anticipated activity sequence changes;
    - d. Actual and anticipated duration changes; and
    - e. Actual and anticipated Design-Build Entity delays.
  2. These meetings are considered a critical component of overall monthly schedule update submittal and Design-Build Entity shall have appropriate personnel attend. At a minimum, Design-Build Entity's General Superintendent and Scheduler shall attend these meetings.
  3. Design-Build Entity shall plan on the meeting and set aside sufficient time to review the progress schedule and the monthly pay application.



**1.6 SPECIAL MEETINGS**

- A. Any party may call special meetings by notifying all desired participants and District 5 Days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.
- B. At any time during the progress of Work, District shall have authority to require Design-Build Entity attend meeting of any or all of the Subcontractors engaged in Work or in other work, and notice of such meeting shall be duly observed and complied with by Design-Build Entity.
- C. Design-Build Entity shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00 71 00 (General Conditions). Design-Build Entity shall give District 5 Days written notice of coordination meetings. Design-Build Entity shall maintain and distribute minutes of coordination meetings. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

**1.7 DESIGN REVIEW MEETINGS**

- A. Design Review Meetings shall be held at least twice a month or in accordance with such other schedule as the Design-Build Entity and District shall mutually agree upon during the Design Phase of the Project to review the progress of the design and to facilitate the Design Work described in Section 01 10 01 (Summary of Work – Design Services).
  - 1. Meetings shall be held at District Representative’s on-Site office unless otherwise directed by District.
  - 2. Design-Build Entity shall record meeting notes of the Design Review Meeting. Within 7 Days after the meeting, Design-Build Entity shall distribute minutes to District through e-mail, and to those affected by decisions made at meeting. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes will constitute final memorialization of results of meeting.
  - 3. The agenda for the next meeting shall be ascertained no later than at the previous meeting, to ensure that appropriate District representatives for those agenda items are prepared for the decisions to be discussed.
- B. Progress meetings shall be attended by representatives of the Design-Build Entity’s Design Team and Construction Team, District, and others as appropriate to the agenda topics for each meeting.
- C. Agenda will contain the following items, as appropriate:
  - 1. Review, revise as necessary, and approve previous meeting minutes
  - 2. Review of Design progress since last meeting
  - 3. Status of Design Schedule and adjustments
  - 4. Required responses from District pertaining to the design clarifications of the Contract Documents, material selections, proposed deviations from the Contract Documents, etc.
  - 5. DSA submittal strategies
  - 6. Other items affecting progress of Design.

**PART 2 PRODUCTS – NOT USED****PART 3 EXECUTION – NOT USED**

END OF SECTION

## SECTION 01 31 23

**WEB-BASED PROJECT MANAGEMENT SYSTEM**

## GENERAL

**1.1 SYSTEM REQUIREMENTS**

- A. The General Contractor shall use the specified project management control system. The Contractor's requirements include:
1. Provide the hardware to operate the system in home and field offices.
  2. Provide personnel for training and operation of the system.
  3. Provide the telephone or other data line to connect the system to the Internet at the home and field offices. A Digital Subscriber Line (DSL) is the minimum recommended for optimum performance.
  4. Provide an Internet Service Provider at all locations.
  5. Use the system to generate, update and transmit the specified project management documents, including but not limited to:
    - A. Transmittals
    - B. Daily reports
    - C. Meeting minutes
    - D. Cost Proposals
    - E. Submittals
    - F. Change Order Log
    - G. Punch list
    - H. Pay Application
    - I. Request for Information
  6. Use the system to communicate with A/E, District or District's Representative and Inspector of Record.
  7. Maintain the system until final completion.

**1.01 SYSTEM DESCRIPTION**

- A. The system, "Impact", is a web-based construction management project controls solution developed by Parsons 3D/I. The system is designed to address the record keeping, communication and financial management requirements of the construction project. The Contractor is encouraged to include the requirements of this specification in contracts with subcontractors to facilitate the flow of documentation. At a minimum, Contractor shall use the following system components:
1. Document Control
    - a. Transmittals: Contractor shall use this feature to properly order project documents being transmitted.
    - b. Daily Reports: Contractor's Superintendent shall use this feature to record daily work activities and situations
    - c. Meeting Minutes: This feature will be utilized by the District or District's Representative with copies to be distributed to all attendees.
    - d. Cost Proposals: Contractor shall use the form to submit Cost Proposals for consideration of modifications to the Contract.
    - e. Potential Issues that arise during construction shall be identified and tracked by the Contractor using the PCO log and forms.
    - f. Punch List: This feature allows Contractor to enter and track punch list items as identified by Architect or Owner during punch walk inspections.
    - g. Requests for Information: Submit all RFI's utilizing the system. Attach sketches and drawings to the RFI in the system.
    - h. Submittals: Submit, track and process all items being submitted by Contractor and each subcontractor for approval.

- i. Pay Application: Process and track all pay applications being submitted for approval.
- j. Upload sketches and drawings: Use this feature to attach separate files to any of the above items, for ease of communication.

**1.3 OWNERSHIP OF DATABASE**

- A. District is the master licensee and is the Master Administrator and will program individual user rights for the Contractor, subcontractors and any other users.
- B. District retains control and ownership of the database during the duration and upon completion of the project.

**1.4 TRAINING**

- A. Contractor to include as part of Contract Sum, sufficient costs to provide training for its staff, its design professionals and its subcontractors. The initial 4-hour Impact training course in the use of Impact will be offered onsite at the District's premises by Parsons 3D/I.
- B. Contractor shall ensure that its forces and its design professionals and subcontractors utilize the system, to facilitate the required flow of information and communication in support of execution of the work.

**1.5 COSTS**

- A. District will cover costs of licensing for Contractor's users (including Contractor's subcontractors).

END OF SECTION

## SECTION 01 32 16

**PROGRESS SCHEDULES AND REPORTS****PART 1 GENERAL****1.1 SUMMARY**

- A. Perform scheduling of Work under this Contract in accordance with requirements of this Section 01 32 16.
  - 1. Development of schedule, cost, and resource loading of the Progress Schedule, monthly payment requests, and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Section 01 32 16.
  - 2. The Schedule shall be cost-loaded based on Schedule of Values as approved by District.
  - 3. Submit schedules and reports as specified in 00 71 00 (General Conditions).
- B. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.
- C. Design-Build Entity's obligations under this Section 01 32 16 are hereby deemed material obligations justifying District's remedies for default if Design-Build Entity fails to perform. Nothing in this paragraph 1.1.C of this Section 01 32 16 or the lack of an express statement that any other Contract Documents provision is or is not material shall be considered in determining whether any such other provision is material.
- D. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on two prior, similar projects.

**1.2 GENERAL**

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 52 00 (Agreement), unless an earlier (advanced) time of completion is requested by Design-Build Entity and agreed to by District. A Change Order shall formalize any such agreement.
  - 1. District is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.
  - 2. Design-Build Entity is not entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Design-Build Entity completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Time.
  - 3. A schedule showing the Work completed in less than the Contract Time, which has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both District and Design-Build Entity.
  - 4. Float Ownership: Neither District nor Design-Build Entity owns float. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date.
    - a. For example, in the event of unexcused delay by Party A and Party B, and if Party A uses some, but not all of the float and Party B later uses remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion date.
    - b. Under this scenario, Party A would not be responsible for the time since it did not consume all of the float and additional float remained; therefore, the Substantial Completion Date was unaffected.
- C. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Design-Build Entity.

- D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Design-Build Entity from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon District, or act to relieve Design-Build Entity of its responsibility for means and methods of construction.
- E. Transmit each item under form approved by District or following Section 01 32 19.
  - 1. Identify Project as **[insert name of project]**, and include name of Design-Build Entity.
  - 2. Provide space for Design-Build Entity's approval stamp and District's review stamps.
  - 3. Submittals received from sources other than Design-Build Entity will be returned to Design-Build Entity without District's review.

### **1.3 INITIAL AND ORIGINAL PROGRESS SCHEDULE**

- A. Initial Schedule submitted for review shall serve as Design-Build Entity's schedule for up to 90 Days after the Notice to Proceed (Design).
- B. Initial Schedule must indicate detailed plan for the Design progress to be completed in first 90 Days of the Contract; details of any planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 90 Days in summary form.
- C. Design-Build Entity shall submit its Original Schedule for review within 90 days of Notice to Proceed (Design). Original Schedule and all updates shall comply with all standards herein. Original Schedule must comply with milestone and completion dates specified in Contract Documents.
- D. All Schedules shall be time-scaled.
- E. All Schedules shall be cost and resource-loaded. Accepted cost and resource-loaded Schedule will be used as basis for monthly progress payments. Use of Initial Schedule for progress payments shall not exceed 90 Days.
- F. Except as otherwise expressly provided in this Section 01 32 16, meet with District to review and discuss each Schedule (i.e., Initial, Original and monthly updates) within seven Days after each Schedule has been submitted to District.
  - 1. District's review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
  - 2. Design-Build Entity shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by District. Resubmit Initial Schedule if requested by District.
- G. If Design-Build Entity is of the opinion that any of the Work included on its Schedule has been impacted, submit to District a written Time Impact Evaluation (TIE) in accordance with paragraph 1.8 of this Section 01 32 16. The TIE shall be based on the most current update of the Initial Schedule.

### **1.4 SCHEDULE FORMAT AND LEVEL OF DETAIL**

- A. Each Schedule (Initial, Original and updates) shall indicate all separate design, approval, fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:
  - 1. All Design-Build Entity, Subcontractor, and assigned Design-Build Entity work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.
  - 2. Activities related to the delivery of Design-Build Entity and District-furnished equipment to be Design-Build Entity-installed per Contract shall be shown.
  - 3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Design-Build Entity/Subcontractor responsibility to which they pertain.
  - 4. Break up the Work schedule into activities of durations of approximately 21 Days or less each, except for non-field construction activities or as otherwise deemed acceptable by District.
  - 5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, man power loading, and scheduled/actual progress payments.

- B. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.
- C. Failure by Design-Build Entity to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Design-Build Entity from completing all Work required within the Contract Time.
- D. A two-week “look ahead,” detailed daily bar chart schedule shall be updated and issued weekly for discussion at the Weekly Progress Meetings.
- E. Utilize Primavera computer-scheduling software, or approved equivalent, for all scheduling including schedule updates.

### **1.5 MONTHLY SCHEDULE UPDATE SUBMITTALS**

- A. Following acceptance of Design-Build Entity’s Initial Schedule, monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.
  - 1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.
  - 2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect “as built” information by indicating when activities were actually started and completed, and Design-Build Entity warrants the accuracy of as-built information as shown.
- B. A meeting will be held on approximately the 16<sup>th</sup> of each month to review the Schedule update submittal and progress payment application.
  - 1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; TIEs for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Design-Build Entity delays.
  - 2. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Design-Build Entity’s General Superintendent and Scheduler shall attend these meetings.
- C. Within five Days after monthly Schedule update meeting, submit the updated Schedule.
- D. Within five Days of receipt of above-noted revised submittals, District will either accept or reject monthly schedule update submittal.
  - 1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Design-Build Entity. The schedule update shall be submitted as part of Design-Build Entity’s Application for Payment.
  - 2. If rejected, update shall be corrected and resubmitted by Design-Build Entity before the Application for Payment is submitted.
- E. Updating, changing or revising of any report, curve, schedule or narrative submitted to District by Design-Build Entity under this Contract, nor District’s review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Design-Build Entity’s obligations under this Contract.

### **1.6 SCHEDULE REVISIONS**

- A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Provide the written narrative and schedule diagram for revisions three Days in advance of the monthly schedule update meeting. Clearly show and discuss any changes in the critical path.
- C. Schedule revisions shall not be incorporated into any schedule update until District has reviewed the revisions. District may request further information and justification for schedule revisions and, within three Days, provide District with a complete written narrative response to District’s request.

- D. If District does not accept Design-Build Entity's revision, and Design-Build Entity disagrees with District's position, Design-Build Entity has seven Days from receipt of District's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Design-Build Entity's failure to respond in writing within seven Days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and Design-Build Entity waives its rights to subsequently dispute or file a claim regarding District's position. If Design-Build Entity files a timely response as provided in this paragraph, and the parties are still unable to agree, Design-Build Entity's sole right shall be to file a claim as provided in Document 00 71 00 (General Conditions), Article 12.
- E. At District's discretion, Design-Build Entity can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

### **1.7 RECOVERY SCHEDULE**

- A. If a Schedule update shows a substantial completion date 21 Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, submit to District within seven Days the proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If District requests, show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.
- B. The revisions shall not be incorporated into any Schedule update until District has reviewed the revisions.
- C. If District does not accept Design-Build Entity's revisions, District and Design-Build Entity shall follow the procedures in paragraphs 1.6C, 1.6D, and 1.6E of this Section 01 32 16.
- D. At District's discretion, Design-Build Entity can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

### **1.8 TIME IMPACT EVALUATION FOR CHANGE ORDERS AND OTHER DELAYS**

- A. When Design-Build Entity is directed to proceed with changed work, prepare and submit, within 14 Days from the direction to proceed, a TIE that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Design-Build Entity proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Design-Build Entity is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable District to evaluate the impact of changed work to the scheduled critical path.
- B. Comply with the requirements of paragraph 1.8A of this Section 01 32 16 for all types of delays such as, but not limited to, Design-Build Entity/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Design-Build Entity is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update. Provide District with four copies of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and Design-Build Entity may submit a claim for additional time claimed by Design-Build Entity as provided in Document 00 71 00 (General Conditions).

### **1.9 TIME EXTENSIONS**

- A. Design-Build Entity is responsible for requesting time extensions for time impacts that, in the opinion of Design-Build Entity, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00 71 00 (General Conditions).
- B. Where an event for which District is responsible impacts the projected Substantial Completion date, provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Also include a detailed cost breakdown of the labor, equipment, and material Design-Build Entity would expend to mitigate District-caused time

- impact. Submit mitigation plan to District within 18 Days from the date of discovery of said impact. Design-Build Entity is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Design-Build Entity waiving its right to a time extension and cost to mitigate the delay.
  - D. No time will be granted under the Contract Documents for cumulative effect of changes.
  - E. District will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
  - F. Failure of Design-Build Entity to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
  - G. Notwithstanding any other provision of this Section 01 32 16, if Design-Build Entity does not submit a TIE within the required 18 Days for any issue, Design-Build Entity hereby agrees that Design-Build Entity does not require a time extension for that issue.

#### **1.10 PROJECT STATUS REPORTING**

- A. In addition to submittal requirements for scheduling identified in this Section 01 32 16, provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this paragraph 1.10 below.
- B. Prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
  - 1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
  - 2. Progress made on critical activities indicated on each Schedule, including inspections.
  - 3. Explanations for any lack of work on critical path activities planned to be performed during last month.
  - 4. Explanations for any schedule changes, including changes to logic or to activity durations.
  - 5. List of critical activities scheduled to be performed during the next month.
  - 6. Status of major material and equipment procurement.
  - 7. Any delays encountered during reporting period.
  - 8. Provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
    - a. Actual resource shall be accumulated in field by Design-Build Entity, and shall be as noted on Design-Build Entity's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.
    - b. Explain all variances and mitigation measures.
  - 9. Design-Build Entity may include any other information pertinent to status of Project. Include additional status information requested by District at no additional cost.
  - 10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.
- C. By noon of each workday provide District with report of Design-Build Entity and its Subcontractors' work activities for the previous day, including trades, equipment, work activities worked on, staff levels, any recorded accidents and equipment deliveries. Any Force Account records from previous day shall be attached.

#### **PART 2 PRODUCTS – NOT USED**

#### **PART 3 EXECUTION – NOT USED**

END OF SECTION



## SECTION 01 32 19

**SUBMITTAL PROCEDURES****PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes:
1. Description of general requirements for Submittals for the Work:
    - a. Procedures
    - b. Schedule of Shop Drawing and Sample Submittals
    - c. Safety Program
    - d. Progress Schedules
    - e. Design Development Drawings and Specifications
    - f. Construction Documents and Specifications
    - g. Product Data
    - h. Vibration Control Drawings and Calculations
    - i. Shop Drawings
    - j. Samples
    - k. Installation, Operations and Maintenance Manuals
    - l. Quality Assurance Control Submittals
    - m. Environmental Impact Mitigation Plan Documents
    - n. Project Record Documents
    - o. Delay of Submittals

**1.2 OPTIONAL REVIEW MEETING PROCEDURES**

- A. Submit at Design-Build Entity's expense, the following items ("Submittals") required by the Contract Documents:
1. Schedule of Submittals
  2. Safety Program
  3. Progress Schedules
  4. Design Development Drawings and Specifications
  5. Construction Documents and Specifications
  6. Product Data
  7. Material Safety Data Sheets
  8. Vibration Control Drawings and Calculations
  9. Shop Drawings
  10. Samples
  11. Installation, Operation, and Maintenance Manuals
  12. Quality Assurance Control Data
  13. Environmental Impact Mitigation Documents
  14. Computer Programs
  15. Project Record Documents
  16. Storm Water Pollution Prevention Plan
  17. Seismic Submittal Review Forms, where specified in Divisions 2 through 60.
- B. Submit these Submittals to District for review and approval in accordance with accepted Schedule of Shop Drawings and Samples Submittals. If no such schedule is agreed upon prior to, then all Shop Drawing, Samples, and product data Submittals shall be submitted within **30 Days** after receipt of Notice to Proceed with Construction from District. In all instances, District may require Design-Build Entity to submit any or all Submittals directly to Architect/Engineer for review.
- C. Transmit each item with the appropriate Submittal transmittal form (attached to this Section 01 32 19 as Exhibits A and B). For project on which an electronic web-based Project Management System is used, per Section 01 31 23 Web Based Project Management System, Design-Build Entity shall use the system's similar

electronic forms and formats for Submittal transmissions. Identify Project, Design-Build Entity, Subcontractor, major supplier, pertinent Drawing sheet and detail number, and Specification Section number as appropriate. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Submittals shall be submitted based on each Specification Section. Submittals containing information about more than one Specification Section will be returned for re-submittal. Submittals shall include all information requested by each Specification Section. **(No partial Submittals.)** Incomplete Submittals will be returned and not reviewed by District.

- D. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show District the materials and equipment Design-Build Entity proposes to provide and to enable District to review the information for the limited purposes specified in this Section 01 32 19. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as District may require to enable District to review the Submittal. The quantity of each Submittal to be submitted will be as required by individual Specification Sections or this Section 01 32 19.
- E. At the time of each submission, give District specific written notice of all variations, if any, that the submitted Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to District for review and approval of each such variation. If District accepts deviation, District will note its acceptance on the returned Submittal transmittal form and, if necessary, issue appropriate Contract Modification.
- F. Submittal coordination and verification is responsibility of Design-Build Entity; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:
1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
  2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
  3. All information relative to Design-Build Entity's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- G. Design-Build Entity's submission to District of a Submittal shall constitute Design-Build Entity's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this paragraph 1.2 of Section 01 32 19, with respect to Design-Build Entity's review and approval of that Submittal.
- H. Designation of work "by others," if shown in Submittals, shall mean that work will be responsibility of Design-Build Entity rather than Subcontractor or supplier who has prepared Submittals.
- I. After review by District or Architect/Engineer or other consultant designated by District, of each of Design-Build Entity's Submittals, one set of material will be returned to Design-Build Entity with actions defined as follows:
1. NO COMMENT - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
  2. SEE COMMENTS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Design-Build Entity.
  3. SEE COMMENTS, REVISE AS NOTED AND RESUBMIT - District identified major inconsistencies or errors that shall be resolved or corrected by Design-Build Entity prior to subsequent review by District.
  4. SUBMITTAL DOES NOT MEET CONTRACT REQUIREMENTS - RESUBMIT - Submitted material does not conform to Contract Documents in major respect, e.g.,: wrong size, model, capacity, or material.
- J. Make a complete and acceptable Submittal at least by second submission. District reserves the right to deduct monies from payments due Design-Build Entity to cover District and Architect/Engineer's additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Design-Build Entity for resubmission. Design-Build Entity shall be in breach of the Contract if Design-Build Entity's first re-submittal, following a Submittal which District determines falls within categories 3 or 4 above, does not fall within categories 1 or 2 above. Deductions will be calculated in accordance with Section 1.2.T of this specification 01 32 19.

- K. Favorable review will not constitute acceptance by District of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Design-Build Entity, including responsibility to back-check comments, corrections, and modifications from District's review before fabrication. Design-Build Entity, Subcontractors, or suppliers may prepare Submittals, but Design-Build Entity shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. District's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of work, or information regarding materials and equipment Design-Build Entity proposes to furnish shall not relieve Design-Build Entity of responsibility for errors therein and shall not be regarded as assumption of risks or liability by District, or any officer or employee thereof, and Design-Build Entity shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Favorable review shall be considered to mean merely that District has no objection to Design-Build Entity using, upon Design-Build Entity's own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.
- L. District's review will not extend the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and comment on a separate item as such will not indicate approval of the assembly in which the item functions.
- M. Submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Design-Build Entity submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Design-Build Entity without review.
- N. Copy, conform, and distribute reviewed Submittals in sufficient numbers for Design-Build Entity's files, Subcontractors, and vendors.
- O. After District's review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.
1. Begin no fabrication or work that requires Submittals until return of Submittals not requiring re-submittal. Do not extrapolate from Submittals covering similar work.
  2. Normally, Submittals will be processed and returned to Design-Build Entity within twenty-one (21) Days of receipt.
- P. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
- Q. All Submittals shall be **number-identified** by Design-Build Entity, prior to submission to District, in accordance with the following:
1. Sequentially number each Submittal by Specification Section (i.e., "1-2", "2-2", "3-2", etc.) as the basis for number identification of Submittals.
  2. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.
  3. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.
  4. If the Submittal is a re-submittal (including without limitation after an initial Submittal is rejected, returned without review or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., a re-submittal of Submittal 1-2 would be numbered 1A-2). Subsequent re-submittals would be identified by the Submittal number and sequential letters (i.e., "B", "C", "D", etc.).
  5. All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by District. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to re-submittal) is given a new number.
- R. Submission Requirements:
1. Deliver Submittals to District giving sufficient time for more than one review, but in no case less than thirty (30) Days before dates reviewed Submittals will be needed.

2. Initial Submittal of Installation, Operation and Maintenance Manuals shall be forty-five (45) Days after the date Submittals that pertain to the applicable portion of the Installation, Operation and Maintenance Manual is satisfactorily reviewed.
3. The following table lists the number of initial Submittals required from Design-Build Entity for each type of submission, to whom Design-Build Entity shall distribute the information, and District’s distribution of reviewed submissions. If Design-Build Entity needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

Submittal	Design-Build Entity Initial Submittal		District Submittal Review Return	
	# of Electronic files	# of Hard Copies/ Prints/ Samples	# of Electronic files	# of Hard Copies/ Prints/ Samples
Schedule of Submittals	1	2	1	0
Safety Program	1	0	0	0
Progress Schedules	1	2	1	0
50% Design Development Drawings & Specifications	1	2	1	0
100% Design Development Drawings & Specifications	1	2	1	0
50% Construction Document Drawings & Specifications	1	2	1	0
90% Construction Document Drawings & Specifications	1	2	1	0
100% Construction Document Drawings & Specifications	1	2	1	0
Product Data	1	2	1	0
Materials Safety Data Sheets	1	1	1	0
Vibration Control Drawings & Calculations	1	2	1	0
Shop Drawings	1	2	1	0
Samples	0	2	0	1
Installation, Operation, and Maintenance Manuals	1	2	1	0
Quality Assurance Control Submittals				
Computer Programs	1	0	0	0
Environmental Impact Mitigation Documents	1	0	1	0
Project Record Documents	1	2	1	0
Other Documents	1	2	1	0

Accompany Submittals with Submittal transmittal form, containing:

- a. Date, revision date, and Submittal log number.
  - b. **Project name and District’s Contract number.**
  - c. Design-Build Entity’s name, address, and job number.
  - d. Specification Section number clearly identified.
  - e. The quantity of Shop Drawings, Product Data, or Samples submitted.
  - f. Notification of deviations from Contract Documents.
  - g. Materials Safety Data Sheet (MSDS) for each item complying with OSHA’s Hazard Communication Standard 29 CFR 1910.1200.
  - h. Other pertinent data.
2. Submittal shall include:
- a. Date and revision dates.

- b. Revisions, if any, identified.
  - c. Project Name and Contract number.
  - d. The names of:
    - 1) Design-Build Entity, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.
  - e. Identification of product material by location within the Project.
  - f. Relation to adjacent structure or materials.
  - g. Field dimensions, clearly identified as such.
  - h. Specification Section number and applicable detail reference number on the Drawings.
  - i. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.
  - j. A blank space, on each Drawing or data sheet, 5" x 4" for the District's stamp.
  - k. Identification of deviations from Contract Documents.
  - l. Design-Build Entity's stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents.
- B. Resubmission requirements:
- 1. Shop Drawings:
    - a. Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.
    - b. Indicate on Shop Drawings any changes that have been made other than those requested by District.
  - 2. Product Data and Samples:
    - a. Submit new Product Data and Samples as required for initial Submittals.
  - 3. Installation, Operation, and Maintenance Manuals:
    - a. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.
- C. Number of resubmissions:
- 1. One reexamination of Design-Build Entity's Submittals that have been returned for correction or replacement will be included in District's budget. **Any additional re-examination of Design-Build Entity's Submittals will be considered additional scope services to be paid by Design-Build Entity through District. Design-Build Entity shall pay District (or District may deduct from any progress or final payment), for design team personnel, on an hourly basis at 2.5 times direct payroll expenses, and for consultant personnel time at 1.25 times the amount billed District.**

## 1.2 SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS

- A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Document 00 71 00 (General Conditions) and in quantities as required by paragraph 1.2A.1 of this Section 01 32 19.
- B. Schedule of Submittals will be used by District to schedule its activities relating to review of Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.
- C. Unless otherwise specified, make Submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Identify on the Submittal which Submittals should be reviewed together.
- D. Schedule of Submittals will be reviewed by District and shall be revised and resubmitted until accepted by District.

## 1.3 SAFETY PROGRAM

- A. Submit Safety Program in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19, in Adobe pdf, to District within the time set forth in Section 01 56 00 (Site Security and Safety), paragraph 1.4. to District. This submittal is for the District's information only.

## 1.4 PROGRESS SCHEDULE

- A. See Section 01 32 16 (Progress Schedules and Reports) for schedule and report requirements. Section 01 32 16 shall control in any conflict with Section 01 32 19.
- B. Submit in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19, at each of the following times:
  - 1. Initial Progress Schedule as set forth in Section 01 32 16.
  - 2. Original Schedule as set forth in Section 01 32 16.
  - 3. Adjustments to the Schedule as required.

4. Schedule updates monthly, as required.
- C. Submit one electronic copy, in Adobe .pdf, of the reports listed in Section 01 32 16 (Progress Schedules and Reports) with:
  1. Initial Schedule
  2. Original Schedule
  3. Each monthly Schedule update
- D. Progress Schedules and Reports shall be submitted on CD Roms or other electronic media, **using software described in paragraph 1.4.E of Section 01 32 16** (in addition to hard copies specified in this paragraph 1.2.R.3. Electronic files shall be complete copies, including all programs and electronic coding

## 1.5 DESIGN DEVELOPMENT DRAWINGS AND SPECIFICATIONS

- A. Submit Design Development Drawings and Specifications as required by Document 01 10 01 (Summary of Work – Design Services).
- B. Submit in quantities and format as required by paragraph 1.2.R.3 of this Section 01 32 19.

## 1.6 CONSTRUCTION DOCUMENTS AND SPECIFICATIONS

- A. Submit Construction Documents and Specifications as required by Document 01 10 01 (Summary of Work – Design Services).
- B. Submit in quantities and format as required by paragraph 1.2.R.3 of this Section 01 32 19.

## 1.7 PRODUCT DATA

- A. Submit Product Data in quantities and format as required by paragraph 1.2A.1 of this Section 01 32 19.
- B. Ten Days prior to design phase system confirmation meeting(s), submit the complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- D. Product or Catalog Data:
  1. Manufacturer's standard drawings shall be modified to delete non-applicable data or include applicable data.
  2. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data:
    - a. Mark each copy to identify pertinent materials, products, or models.
    - b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
    - c. Include applicable MSDS.
- E. Supplemental Data:
  1. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.
- F. Provide final Project Record Data as described in Section 01 78 39 (Project Record Documents).

## 1.8 VIBRATION CONTROL DRAWINGS AND CALCULATIONS

- A. Submit Vibration Control Drawings and Calculations in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Shop Drawings: Submit Shop Drawings showing isolator types and sizes, locations with static and dynamic load on each location, and installation details, including recording and alarm device wiring and control diagrams where required.
- C. Product Data: Submit manufacturer's product data and certificates of compliance for each type of vibration control product provided.
- D. Maintenance Data: Submit maintenance data for each type of vibration control product, and include in maintenance manual specified in 1.6 (Installation, Operations and Maintenance Manuals) of Section 01 78 39 (Project Record Documents).
- E. Seismic Calculations: Submit seismic calculations on all equipment, ductwork and piping restraints, anchors and supports. Calculations shall be prepared by Civil or Structural Engineer of Record.

- F. Measured Equipment Deflections: Upon completion of vibration control work, prepare a report showing measured device deflections for each major item of equipment indicated.

### **1.9 SHOP DRAWINGS**

- A. Submit Schedule of Submittals in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Minimum Sheet Size: 8½ inches by 11 inches. All others: Multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.
- C. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.
- D. Include manufacturers' installation instructions when required by Specification Section.
- E. If Design-Build Entity submits Shop Drawings for items that Shop Drawings are not specified, District will not be obliged to review them.
- F. Design-Build Entity is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.
- G. Shop Drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sectional views as are necessary to clearly show construction detail and methods.

### **1.10 SAMPLES**

- A. Submit Schedule of Submittals in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Submit full range of manufacturers' standard colors, textures, and patterns for District's selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.
- D. Include identification on each sample, giving full information.
- E. Sizes: Unless otherwise specified, provide the following:
  - 1. Paint Chips: Manufacturers' standard
  - 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
  - 3. Linear Products: Minimum 6 inches, maximum 12 inches long
  - 4. Bulk Products: Minimum 1 pint, maximum 1 gallon
- F. Full size samples may be used in Work upon approval by District.
- G. Field Samples and Mock-ups (if applicable):
  - 1. Erect field samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.
  - 2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by District.
  - 3. Approved field samples and mock-ups may be used in Work upon approval by District.
  - 4. Construct or prepare as many additional Samples as may be required, as directed by the District, until desired textures, finishes, and/or colors are obtained.
  - 5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.
- H. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.
- I. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.

### **1.11 INSTALLATION, OPERATIONS AND MAINTENANCE MANUALS**

- A. Submit Installation, Operations and Maintenance Manuals in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Submit Project Record Documents as required in Section 01 78 39 Project Record Documents.
- C. Design-Build Entity shall submit initial copies of the complete IOM manuals for review by the architect/engineer and commissioning agent within 45 calendar days after review of applicable Submittal.
- D. Design-Build Entity shall submit final IOM manuals prior to substantial completion.
  - 1. Prior to final completion, the commissioning agent shall review the final IOM manuals (in addition to the initial IOM manuals), and documentation, with redline as-builts, for systems that were commissioned to verify compliance with the specifications. The commissioning agent will communicate, through District, deficiencies in the manuals to the Design-Build Entity or Architect/Engineer, as requested.
  - 2. Upon successful review of the corrections, the commissioning agent will recommend approval and acceptance of the IOM manuals to District.

3. The commissioning agent will also review each equipment warranty and verify that all requirements to keep the warranty valid are clearly stated. This work does not supersede the Architect/Engineer's review of the IOM manuals according to the Architect/Engineer's contract.

#### **1.12 QUALITY ASSURANCE CONTROL SUBMITTALS**

- A. Submit Schedule of Submittals in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Test Reports:
  1. Indicate that material or product conforms to or exceeds specified requirements.
  2. Reports may be from recent or previous tests on material or product, but shall be acceptable to District. Comply with requirements of each individual Specification Section.
- C. Certificates:
  1. Indicate that material or product conforms to or exceeds specified requirements.
  2. Submit supporting reference data, affidavits, and certifications as appropriate.
  3. Certificates may be recent or from previous test results on material or product, but shall be acceptable to District.
- D. Manufacturers' Instructions:
  1. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
  2. Identify conflicts between manufacturers' instructions and Contract Documents.
- E. Material Safety Data Sheets:
  1. In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, submit MSDS for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.
  2. MSDS required for a Submittal shall be submitted with product data in order for the Submittal to be reviewed.

#### **1.13 COMPUTER PROGRAMS**

- A. Submit Computer Programs in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Submit Computer Programs as listed in Section 01 78 39 Project Record Documents.

#### **1.14 ENVIRONMENTAL IMPACT MITIGATION PLAN DOCUMENTS**

- A. Submit Project Record Documents in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Submit Noise Control Plan, Spill Prevention, Control and Countermeasure Program, Site Safety Plan, Hazardous Materials Program, Dust Control Plan, Erosion Control Plan, Cultural Resources Protection Plan, Traffic Control Plan, Tree Protection Plan, and Migratory Bird Protection Plan (if applicable) as listed in Section 01 35 00 Special Procedures.

#### **1.15 PROJECT RECORD DOCUMENTS**

- A. Submit Project Record Documents in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Submit Project Record Documents listed in Section 01 78 39 Project Record Documents.

#### **1.16 DELAY OF SUBMITTALS**

- A. Delay of Submittals by Design-Build Entity is considered avoidable delay.

#### **1.17 OPTIONAL REVIEW MEETING**

- A. At the Design-Build Entity's request, in order to facilitate the timeliness of the review process, the District may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:
  1. Request a meeting date with the District at least ten (10) Business Days in advance.
  2. Provide the complete package of Submittal information at least five (5) Business Days in advance of the meeting.
  3. The meeting shall take place at District's office. District will provide the authorized staff to review and respond on the Submittal information during the meeting.



4. Make available for this meeting the job superintendent and/or foreman, Design-Build Entity's safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF SECTION

TRANSMITTAL SHEETS AND MAINTENANCE SHEET FOLLOW THIS PAGE

## Submittal Transmittal Form

**EXHIBIT A**  
**SUBMITTAL**  
**TRANSMITTAL NO. \_\_\_\_\_**

Project Name:		Date Received:		
San Mateo County Community College District 3401 CSM Drive San Mateo, CA 94402		Checked By:		
DBE:	To:	Log Page:		
Address:	Address:	Specification Section Number:		
Attention:	Attention:			
Date Transmitted:	Previous Transmittal Date:			
No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

\* The action designated above is in accordance with the following legend:

- |  |  |
|--|--|
| <p>A – No Exceptions Taken</p> <p>B – Make Corrections Noted (No Resubmission Required)</p> <p>C. – Make Corrections Noted and Resubmit</p> <p>D – Not Approved</p> <ol style="list-style-type: none"> <li>1. Not enough information for review</li> <li>2. No reproducibles submitted</li> <li>3. Copies illegible</li> <li>4. Not enough copies submitted</li> <li>5. Wrong sequence number</li> <li>6. Wrong re-submittal number</li> <li>7. Wrong Specification section number</li> <li>8. Wrong form used</li> <li>9. See comments</li> </ol> | <p>E – District’s review not required</p> <ol style="list-style-type: none"> <li>1. Submittal not required</li> <li>2. Supplemental information. Submittal retained for informational purposed only</li> <li>3. Information reviewed and approved on prior Submittal</li> <li>4. See comments</li> </ol> |
|--|--|

Comments \_\_\_\_\_  
 \_\_\_\_\_

Distribution: Design-Build Entity       File       IOR       District       CM       Other

**EXHIBIT B**  
**INSTALLATION, OPERATION, AND MAINTENANCE MANUAL**  
**TRANSMITTAL NO. \_\_\_\_\_**

Project Name: _____			Date Received:	
San Mateo County Community College District 3401 CSM Drive San Mateo, CA 94402			Checked By:	
DBE:	To:	Log Page:		
Address:	Address:	Specification Section Number: 1 <sup>st</sup> Submittal <input type="checkbox"/> Resubmittal <input type="checkbox"/>		
Attention:	Attention:			
Date Transmitted:	Previous Transmittal Date:			
No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks:

---



---

\* The action designated above is in accordance with the following legend:

- |   |   |
|---|---|
| <p>A – No exceptions taken</p> <p>B – Make Corrections Noted (No Resubmission Required)</p> <p>C. – Make Corrections Noted and Resubmit</p> <p>D – Not Approved– this manual Submittal is deficient in the following area:</p> <ol style="list-style-type: none"> <li>1. Equipment record sheets</li> <li>2. Functional description</li> <li>3. Assembly, disassembly, installation, alignment, adjustment, and checkout instructions</li> <li>4. Operating instructions</li> </ol> | <p>D – (continued)</p> <ol style="list-style-type: none"> <li>5. Lubrication and maintenance instructions</li> <li>6. Troubleshooting guide</li> <li>7. Parts list and ordering instructions</li> <li>8. Organization (indexing and tabbing)</li> <li>9. Wiring diagrams and schematics specific to installation</li> <li>10. Outline, cross section, and assembly diagrams</li> <li>11. Test data and performance curves</li> <li>12. Tag or equipment identification numbers</li> <li>13. See comments</li> </ol> |
|---|---|

Comments

---



---

	By _____	Date _____	
Distribution: Design-Build Entity <input type="checkbox"/>	File <input type="checkbox"/>	IOR <input type="checkbox"/>	District <input type="checkbox"/> CM <input type="checkbox"/> Other <input type="checkbox"/>

## SECTION 01 35 00

**SPECIAL PROCEDURES (COLLEGE OF SAN MATEO)****PART 1 GENERAL****1.1 Summary**

- A. In compliance with CEQA requirements, the District conducted an Initial Study to ascertain whether the project might have a significant effect on the environment. The Initial Study identified potentially significant impacts on the environment. However, all potential impacts of the proposed project can be avoided or reduced to a less-than-significant level with implementation of the following mitigation measures. Contractor shall conform with the following mitigation measures.
- B. Section Includes:
  - 1. Noise Control Plan
  - 2. Spill Prevention, Control and Countermeasure Program
  - 3. Site Safety Plan (Soil and Groundwater Management Plan)
  - 4. Hazardous Materials Program
  - 5. Dust Control Plan
  - 6. Erosion Control Plan
  - 7. Cultural Resources Protection Plan
  - 8. Traffic Control Plan
  - 9. Tree Protection Plan

**1.2 Definitions****1.3 Submittals**

- A. See Section 01 32 19 (Submittal Procedures).
- B. Name and address of the selected treatment, recycling, or disposal facilities for contaminated soil disposal.
- C. Hazardous waste manifests "if applicable."
- D. Non-hazardous waste manifests "if applicable."
- E. Facility weight tickets "if applicable."
- F. Spill Prevention, Control, and Countermeasure Program.

**1.4 Noise Control Plan**

- A. Implement the following noise-control measures to reduce and control noise generated from construction, demolition, and renovation-related activities.
  - 1. Restrict noise-producing construction activities to between 7:00 a.m. and 7:00 p.m. on weekdays. If construction is scheduled for Saturdays or Sundays to avoid disrupting college operations, restrict noise-producing construction activities to 9:00 a.m. and 5:00 p.m. Construction on Sundays will be avoided if possible, and there will be no construction on public holidays. When activities must occur outside the hours specified above, conform with notification requirements of Section 01 10 00 (Summary of Work), Paragraph 1.7.C, and utilize local barriers around equipment and other noise attenuating devices if necessary to limit noise to acceptable levels.
  - 2. Construction equipment shall have appropriate mufflers, intake silencers, and noise-control features, and shall be properly maintained and equipped with exhaust mufflers that meet State standards.
  - 3. Vehicles and other gas- or diesel-powered equipment shall be prohibited from unnecessary warming up, idling, and engine revving.
  - 4. Post a sign at the construction site giving the name and telephone number or e-mail address of the District's Representative whom the public should contact with any noise complaints. If necessary due to complaints, provide additional noise-attenuating measures such as additional mufflers or engine shrouding.

**1.5 Spill Prevention, Control and Countermeasure Program**

- A. Prepare and implement a Spill Prevention, Control, and Countermeasure Program (SPCCP) to minimize the potential for and effects from spills of hazardous, toxic, or petroleum substances during construction and demolition activities. Obtain approval of the SPCCP before any construction or demolition activities begin.
- B. Contractor shall routinely inspect the construction area to verify that the measures specified in the SPCCP are properly implemented and maintained. Inform the District immediately if there is a noncompliance issue and take immediate measures to restore compliance.
- C. The federal reportable spill quantity for petroleum products, as defined in 40 CFR 110, is any oil spill that includes any of the following.
  - 1. Violates applicable water quality standards.
  - 2. Causes a film or sheen on or discoloration of the water surface or adjoining shoreline.
  - 3. Causes a sludge or emulsion to be deposited beneath the surface of the water or adjoining shorelines.
- D. If a spill is reportable, notify the District's Representative and take action to contact appropriate safety and clean-up crews to ensure that the SPCCP is followed.
  - 1. A written description of reportable releases must be submitted to the District's Representative and to the San Francisco Bay RWQCB. This submittal must contain a description of the spill, including the type of material and an estimate of the amount spilled, the date of the release, an explanation of why the spill occurred, and a description of the steps taken to prevent and control future releases. Document the releases on a spill report form.
  - 2. If a reportable spill has occurred and results determine that project activities have adversely affected surface water or groundwater quality, the District will engage a registered environmental assessor for a detailed analysis to identify the likely cause of contamination. This analysis will conform to American Society for Testing and Materials (ASTM) standards, and will include recommendations for reducing or eliminating the source or mechanisms of contamination.
  - 3. Based on this analysis, the Contractor shall select and implement measures to control contamination, with a performance standard that groundwater quality must be returned to baseline conditions. These measures will be subject to approval by the District.

#### **1.6 Site Safety Plan (Soil and Groundwater Management Plan)**

- A. Prior to excavation, prepare and submit a Site Safety Plan (Soil and Groundwater Management Plan) to protect people from known or previously undiscovered soil and groundwater contamination during construction activities. Obtain approval of the SPCCP before any construction or demolition activities begin.
- B. The Site Safety Plan (Soil and Groundwater Management Plan) shall, at a minimum, include the following:
  - 1. All construction activities involving work in proximity to potentially contaminated soils and/or groundwater shall be undertaken in accordance with California Occupational Safety and Health Administration (Cal-OSHA) standards, contained in Title 8 of the CCR.
  - 2. Establish soil and groundwater mitigation and control specifications for construction activities, including health and safety provisions for monitoring exposure to construction workers, procedures to be undertaken in the event that previously unreported contamination is discovered, and emergency procedures and responsible personnel.
  - 3. Procedures for managing soils and groundwater removed from the site to ensure that any excavated soils and/or dewatered groundwater with contaminants are stored, managed, and disposed in accordance with applicable regulations.

#### **1.7 Hazardous Materials Program**

- A. If hazardous materials are encountered, they shall be handled in accordance with applicable local, state, and federal regulations which may include: (1) CCR Title 8, Division 4, Chapter 4, Sections 5163 through 5167 and 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR, Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Hazardous Waste to Land).
- B. Should the discovery of contaminants cause delay to Contractor's operations, extension of Contract Time will be granted by District in accordance with Section 00 71 00 (General Conditions), and Section 01 32 16 (Progress Schedules and Reports). Contractor may not be entitled to damages or additional payment due to such delay. District may, if it believes appropriate in its sole discretion, grant an extension of Contract Time. The Contractor shall take all measures to avoid and/or mitigate delays due to Hazardous Materials/Waste finds such as; avoiding the area of the find and proceeding with other work on the project;

developing “work around” plans; and documenting his best efforts to avoid and/or mitigate delays. See Section 01 32 16 (Progress Schedules and Reports) regarding requirement to demonstrate Time Impacts.

C. Subsurface Hazardous Materials

1. If Contractor encounters subsurface contamination, the following provisions and precautionary measures shall be implemented during construction:
  - a. Contractor's personnel shall be alert for and immediately report to District's Representative any detectable chemical odors, unusual debris, or discolored soil.
  - b. Disposal requirements: Soils containing hazardous materials shall be disposed by Contractor at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.
  - c. Dewatering: Construct, operate and maintain as required by applicable laws, codes and standards, and to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source.
  - d. Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethylbenzene, and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water. Laboratory chemical analysis reports associated with the water samples shall be provided to District's Representative.
  - e. Removal of dewatering equipment: After having served their purpose, all protective works, and dewatering pumps, shall be decontaminated and removed from the Site. Contractor is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.
  - f. Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above may be deemed to be the responsibility of Contractor.
  - g. Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to District's Representative.

D. Hazardous Building Materials

1. To protect construction workers and members of the public from known or undiscovered hazardous building materials, including asbestos and lead, undertake all demolition activities in accordance with Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR).
2. During demolition activities, all building materials containing lead-based paint shall be removed in accordance with Cal-OSHA Lead in Construction Standard, Title 8, California Code of Regulations 1532.1.
3. All potentially friable asbestos-containing materials (ACMs) shall be removed in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines prior to building demolition or renovation that may disturb the materials. Applicable standards include the following.
  - a. The facility shall be inspected before any renovation occurs in which 160 square feet or more of building materials or 260 linear feet or more of pipe insulation will be disturbed at a regulated facility, or any demolition occurs at a regulated facility.
  - b. An asbestos notification form shall be submitted to the Bay Area Air Quality Management District (BAAQMD) for any regulated asbestos abatement project or regulated demolition 10 working days before the activity begins.
  - c. If ACMs are discovered during a renovation or demolition, they must be removed before the project may proceed. Also, the Cal-OSHA and California Environmental Protection Agency (Cal-EPA) hazardous waste regulations apply in most cases.

E. Naturally Occurring Asbestos

1. To protect construction workers and members of the public from exposure to known areas of naturally-occurring asbestos (NOA), all ground disturbing activities will be undertaken in accordance with all applicable Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR). In addition, any ground-disturbing activity in an area that meets one or more of the applicability criteria for the Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying, and Surface Mining Operations, as adopted by the California Air Resources Board (CARB), is subject to the requirements therein. Per section 93105(b) of the ATCM, these criteria are as follows:
  - a. The area to be disturbed is located in a geographic ultramafic rock unit; or
  - b. The area to be disturbed has naturally-occurring asbestos, serpentine, or ultramafic rock as determined by the owner / operator, or the Air Pollution Control Officer (APCO); or
  - c. Naturally-occurring asbestos, serpentine, or ultramafic rock is discovered by the District, a registered geologist, or the APCO in the area to be disturbed after the start of any construction, grading, quarrying, or surface mining operation.
2. For construction projects that disturb areas of 1 acre or less, implement standard dust mitigation measures before construction begins, and maintain each measure throughout the duration of the construction project. The following additional measures will be implemented in accordance with Section 93105 (e)(1) of the ATCM and will be undertaken in concurrence with the dust control measures identified in Paragraph 1.8 Dust Control Measures and Paragraph 1.9 Erosion Control Measures.
  - a. Equipment used during excavation, grading, and construction activities will be washed down before moving from the property onto a paved public road.
  - b. Any visible track-out on the paved public road will be cleaned using wet sweeping or a high-efficiency particulate air (HEPA) filter equipped vacuum device within twenty-four hours.
3. For construction projects that disturb areas greater than 1acre in size, submit an asbestos dust mitigation plan to the Bay Area Air Quality Management District (BAAQMD) for review and approval, in accordance with Section 93105(2)(A) of the ATCM, before the start of any construction or grading activity. The provisions of the dust mitigation plan will be implemented before construction begins, and will be maintained throughout the duration of the construction or grading activity. The asbestos dust mitigation plan will address the following:
  - a. Prevention of dust emissions offsite;
  - b. Control of dust for disturbed areas and storage piles;
  - c. Traffic control for on-site unpaved areas;
  - d. Control for earthmoving activities;
  - e. Track-out prevention;
  - f. Control for off-site transport;
  - g. Post-construction stabilization of disturbed areas;
  - h. Air monitoring for asbestos (if required by the APCO).

### **1.8 Dust Control Plan**

- A. Implement dust control measures to protect air quality during construction. To control dust emissions generated during construction, implement the following Bay Area Air Quality Management District (BAAQMD) measures for construction emissions of particulate matter over 10 microns in size (PM10):
  1. Water all active construction areas at least twice daily.
  2. Cover all trucks hauling soil, sand, and other loose materials, or require all trucks to maintain at least 2 feet of freeboard.
  3. Pave, apply water three times daily, or apply (nontoxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.
  4. Sweep streets daily (with water sweepers) if visible soil material has been carried onto adjacent public streets.
  5. Suspend excavation and grading activity when winds (instantaneous gusts) exceed 25 miles per hour.
  6. Limit speed of vehicles to 15 miles per hour or less at construction sites.

### **1.9 Erosion Control Plan**

- A. Implement erosion control measures to protect water quality during construction.
  1. Cover or apply nontoxic soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more) that could contribute sediment to waterways.

2. Enclose and cover exposed stockpiles of dirt or other loose, granular construction materials that could contribute sediment to waterways.
3. Contain soil and filter runoff from disturbed areas by berms, vegetated filters, silt fencing, straw wattle, plastic sheeting, catch basins, or other means necessary to prevent the escape of sediment from the disturbed area.
4. Prohibit the placement of earth or organic material where it may be directly carried into a stream, marsh, slough, lagoon, or body of standing water.
5. Prohibit the following types of materials from being rinsed or washed into streets, shoulder areas, or gutters: concrete, solvents and adhesives, fuels, dirt, gasoline, asphalt, and concrete saw slurry.
6. Conduct dewatering activities according to the provisions of the Storm Water Pollution Prevention Plan (SWPPP). Prohibit placement of dewatered materials in local water bodies or in storm drains leading to such bodies without implementation of proper construction water quality control measures.

#### **1.10 Cultural Resources Protection Plan**

- A. If buried cultural resources, such as chipped or ground stone, historic debris, building foundations, or human bone or paleontological resources are discovered inadvertently during ground-disturbing activities, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify District's Representative immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for District's Representative to evaluate the nature and significance of the find, and implement appropriate management procedures.
- B. In the event that prehistoric human remains are encountered, further excavation or disturbance of the site shall cease immediately, pursuant to Health and Safety Code 7050.5. Contractor shall notify District's Representative immediately upon encountering human remains. Contractor shall move on to another location or phase of Work to allow proper assessment of the situation.
- C. If human remains of Native American origin are discovered during project construction, it will be necessary to comply with State laws relating to the disposition of Native American burials, which fall under the jurisdiction of the NAHC (Public Resources Code [PRC] Section 5097). Consequently, if any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains:
  1. until the San Mateo County Coroner has been informed and has determined that no investigation of the cause of death is required;
  2. if the remains are of Native American origin
    - a. the descendants of the deceased Native American(s) have made a recommendation to the landowner or the person responsible for the excavation work regarding means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98; or
    - b. the NAHC has been unable to identify a descendent or the descendent failed to make a recommendation within 24 hours after being notified by the NAHC.
- D. Contractor may be entitled to an increase in Contract Sum and Contract Time due to conditions described in this paragraph 1.4 of this Section 01 35 00. The Contractor shall take all measures to avoid and/or mitigate delays due to Cultural Resource finds such as; avoiding the area of the find and proceeding with other work on the project; developing "work around" plans; and documenting its best efforts to avoid and/or mitigate delays. See Section 01 32 16 (Progress Schedules and Reports) regarding requirement to demonstrate Time Impacts.

#### **1.11 Traffic Control Plan**

- A. Develop and implement a traffic control plan to minimize the effects of construction traffic on the surrounding residential areas, as appropriate. Submit the plan to the District for review and approval.
- B. The construction traffic control plan will include, at a minimum, the following requirements:
  1. Provide clearly marked pedestrian detours if any sidewalk or pedestrian walkway closures are necessary.
  2. Provide clearly marked bicycle detours if heavily used bicycle routes must be closed, or if bicyclist safety would be otherwise compromised.
  3. Provide crossing guards and/or flag persons as needed to avoid traffic conflicts and ensure pedestrian and bicyclist safety.



4. Use nonskid traffic plates over open trenches to minimize hazards.
5. Locate all stationary equipment as far away as possible from areas used heavily by vehicles, bicyclists, and pedestrians.
6. Notify and consult with emergency service providers and provide emergency access by whatever means necessary to expedite and facilitate the passage of emergency vehicles.
7. Avoid routing construction traffic through residential areas to the extent feasible. Prohibit mobilization and demobilization of heavy construction equipment during AM and PM peak traffic hours.
8. Provide access for driveways and private roads outside the immediate construction zone by using steel plates or temporary backfill, as necessary.
9. Prohibit construction worker parking in residential areas.

### 1.12 Tree Protection Plan

#### A. Definitions

1. Dripline: The area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.
  2. Root Protection Zone ("RPZ"): The areas enclosed with tree protection fencing as designated on the drawing(s).
  3. Tree damage: Tree damage shall include, but not be limited to, the following: significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade within the Dripline or RPZ, compacting the soil within the Dripline or RPZ, interfering with the normal water requirements of the tree, unauthorized trenching or excavating within the Dripline or RPZ, or unauthorized removal of more than 1/3 of the live wood, foliage, or roots.
- B. Root protection: No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk.
- C. Exposure to harmful substances: No storage or dumping of any substances that may be harmful to trees shall occur at any location on the Site.
- D. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will cause minimum damage. District will designate trees that are to be removed. Under no circumstances are additional trees to be removed without written permission from District. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from Contractor's operations.
- E. Any tree that is removed without District's permission or is irreparably damaged, in the opinion of District, shall cost Contractor in damages [\$100.00] per square inch of cross section, measured at 4 ½ feet above ground, but not less than [\$250.00], such cost to be deducted from monies due or to become due under the Contract. If tree protection is not performed or is not performed adequately, and District determines that a tree has been irreparably damaged, Contractor shall pay the same amount of damages as for unauthorized removal of a tree. Contractor shall immediately report all tree damage to District, so that District may determine applicable damages.

### PART 2 PRODUCTS - Not Used

### PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01 35 27

**PROJECT LABOR AGREEMENT**

## 1.01 GENERAL

The San Mateo County Community College District Board of Trustees has approved a Program Stabilization Agreement for this project. The Contractor and all subcontract forces are to comply with the requirements set forth in the executed Project Stabilization Agreement. It is the responsibility of the Contractor and the subcontractors to adhere to the requirements set forth in the Agreement and to comply with its provisions. Any costs for compliance with the Project Stabilization Agreement are to be included in the Contractor's Bid price. Copies of the signed Program Stabilization Agreement are available from the District's Construction Planning Department at 650-378-6785 or on the District's website at: <http://www.smccd.net/accounts/facilities/planconstruct/Downloads/PROJ%20STABILIZATION%20AGMNT%20SIGNED%20081503%20FINAL.pdf>

## 1.02 List of Projects covered under Program Stabilization Agreement

- A. Cañada College
  - 1. Building 3, Phase 1 Modernization
  - 2. Building 17 Modernization
  - 3. Cañada Buildings 16/18 Modernization
  - 4. Cañada Building 7 New Facilities Maintenance Center
  - 5. Cañada Buildings 5/6 Modernization
  - 6. Cañada Building 1 Gym Modernization
  - 7. Cañada Building 13 Modernization
  - 8. Cañada Gateways, Circulation & Parking Project
  - 9. Cañada Building 8 Phase 2 Modernization
- B. College of San Mateo
  - 1. Building 35 Regional Public Safety Center
  - 2. Building 18 Seismic Upgrade and Modernization
  - 3. Building 36 Integrated Science Center
  - 4. Buildings 1, 5 & 6 Modernization
  - 5. CSM CIP2 Design-Build Project
  - 6. Buildings 2,4 Modernization
  - 7. Buildings 14,16 Modernization
  - 8. Building 8 Gym Modernization
  - 9. Building 12/15/17/34 Modernization
- C. Skyline College
  - 1. Student Union/Science Annex
  - 2. Building 3, 7 & 8 Modernization
  - 3. Skyline Building 7 Allied Health Renovation
  - 4. Building 30 Replacement Facilities Maintenance Center
  - 5. Skyline College CIP2 DB Project
  - 6. Building 1 Modernization
  - 7. Building 2 Modernization Phase 3
  - 8. Corporation Yard
- D. Districtwide
  - 1. Utility & Infrastructure Upgrades - TBD

END OF SECTION

LETTER OF ASSENT FOLLOWS ON NEXT PAGE

Exhibit A  
Agreed To Letter of Assent

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

Board of Trustees  
San Mateo County Community College District  
3401 CSM Dr.  
San Mateo, CA 94402

Re: **College of San Mateo Buildings 12/15/17/34 Modernization Project**  
Project Stabilization Agreement – Letter of Assent

Dear Board of Trustees:

The undersigned party confirms that it agrees to be a party to and bound by the (Name of Project), Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the (Name of Project). The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: \_\_\_\_\_

California State License Number: \_\_\_\_\_

Name and Signature of  
Authorized Person:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Facsimile Number)

## SECTION 01 41 00

**REGULATORY REQUIREMENTS****PART 1 GENERAL****1.1 SUMMARY**

- A. Section includes: regulatory requirements applicable to Contract Documents.
- B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Proposals, except as may be otherwise specifically stated in the Contract Documents.
- C. No change order shall be considered for any change in any applicable federal, state or local code or regulation if similar language existed in an alternate applicable regulation in force at the time of opening of Proposals.
- D. The Design-Build Entity shall not allow design or construction of any conditions wherein the finished Work will not comply with current codes. No change order shall be considered by District for the correction of any Work not complying with code.

**1.2 REFERENCES TO REGULATORY REQUIREMENTS**

- A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Design-Build Entity, because Design-Build Entity is assumed to be familiar with these requirements. The listing of applicable codes, laws, and regulations for hazardous waste abatement Work in the Contract Documents is supplied to Design-Build Entity as a courtesy and shall not limit Design-Build Entity's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Specifications occurs, the most stringent requirements shall be used with no change in Contract Sum or Contract Time.
- B. Design-Build Entity shall conform to all applicable federal, state and local codes, laws, ordinances, rules and regulations, whether or not referenced in the Contract Documents.
- C. Precedence:
  - 1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
  - 2. Where Contract Documents require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Contract Documents shall take precedence so long as such increase is legal.
  - 3. Where no requirements are identified on Contract Documents, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

**1.3 CODES**

- A. Codes that apply to Contract Documents include, but are not limited to, the following:
  - 1. CBC (Part 2, Title 24, CCR, including, without means of limitation, Sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)
  - 2. CEC (Part 3, Title 24, CCR)
  - 3. CMC (Part 4, Title 24, CCR)
  - 4. CPC (Part 5, Title 24, CCR),
  - 5. State Elevator Safety Regulations (Part 7, Title 24, CCR)
  - 6. UBC
  - 7. UPC
  - 8. UMC

**1.4 LAWS, ORDINANCES, RULES, AND REGULATIONS**

- A. During prosecution of Work to be done under Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
  - 1. Federal

- a. Americans With Disabilities Act of 1990
  - b. 29 CFR, Section 1910.1001, Asbestos
  - c. 40 CFR, Subpart M, National Emission Standards for Asbestos
  - d. Executive Order 11246
  - e. Federal Endangered Species Act
  - f. Clean Water Act
2. State of California
    - a. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
    - b. California Public Contract Code
    - c. California Health and Safety Code
    - d. California Government Code
    - e. California Labor Code
    - f. California Civil Code
    - g. California Code of Civil Procedure
    - h. CPUC General Order 95, Rules for Overhead Electric Line Construction
    - i. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
    - j. Cal/OSHA
    - k. OSHA: Hazard Communications Standards
    - l. California Endangered Species Act
    - m. Water Code
    - n. Fish and Game Code
  3. State of California Agencies
    - a. State and Consumer Services Agency
    - b. Office of the State Fire Marshall
    - c. Office of Statewide Health Planning and Development
    - d. Department of Fish and Game
    - e. Bay Area Air Quality Management District
    - f. San Francisco Bay Regional Water Quality Control Board
    - g. Division of the State Architect
  4. Local Agencies:
    - a. City of San Mateo (College of San Mateo)
    - b. City of San Bruno (Skyline College)
    - c. Town of Woodside, City of Redwood City (Cañada College)
    - d. County of San Mateo
    - e. San Mateo Fire Department (College of San Mateo)
    - f. San Bruno Fire Department (Skyline College)
    - g. Woodside Fire Department (Cañada College)
  5. Other Requirements:
    - a. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
    - b. References on Drawings or in Specifications to “code” or “building code” not otherwise identified shall mean the codes specified in this Section 01 41 00, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.
- B. Have access to all of the foregoing within 24 hours.
- C. Other Applicable Laws, Ordinances and Regulations:
1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project.
  2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
  3. Where such laws, ordinances rules, and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to the time of opening of the Proposals.

- D. Under California Government Code Section 930.2 et. seq. and Public Contract Code Section 7105(d)(2), neither the Contract Claims Procedure (Document 00 71 00, Article 12) nor the Change Order Procedure (Section 01 26 00) may be modified, waived, or otherwise not complied with, absent a written change order that explicitly and expressly makes such modifications.

## 1.5 CONFLICTS

- A. Between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.
- B. Between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

## 1.6 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

- A. The California Public Contract Code specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.
1. For the purposes of this section, "Claim" means a separate demand by Design-Build Entity of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Design-Build Entity arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by District. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00 71 00 (General Conditions) and be submitted in compliance with all requirements of Document 00 71 00 (General Conditions), paragraph 12. Separate Claims which total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
  2. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in claim in compliance with Contract Documents claim submission requirements.
  3. Caution. This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.
- B. Procedure:
1. The Claim must be in writing, submitted in compliance with all requirements of 00 71 00 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00 71 00 (General Conditions), paragraph 12. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 71 00 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.
  2. For Claims of fifty thousand dollars (\$50,000) or less
    - a. District shall respond in writing within 45 days of receipt of the Claim, or
    - b. District may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims District may have against Claimant.
      - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of District and Claimant.
      - 2) District's written response to the Claim, as further documented, shall be submitted to Claimant within 15 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
  3. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000:
    - a. District shall respond in writing within 60 days of receipt of the Claim, or
    - b. District may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims District may have against Claimant.
      - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of District and Claimant;

- 2) District's written response to the Claim, as further documented, shall be submitted to Claimant within 30 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
4. Meet and Confer:
  - a. If Claimant disputes District's written response, or District fails to respond within the time prescribed above, Claimant shall notify District, in writing, either within 15 days of receipt of District's response or within 15 days of District's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand District will schedule a meet and confer conference within 30 days for settlement of the dispute.
  - b. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth in paragraph 12 of Document 00 71 00 (General Conditions), until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

#### **1.7 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

- A. Design-Build Entity acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Design-Build Entity shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Design-Build Entity agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Design-Build Entity, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

#### **PART 2 PRODUCTS – NOT USED**

#### **PART 3 EXECUTION – NOT USED**

END OF SECTION

## SECTION 01 41 01

**REGULATORY REQUIREMENTS - HAZARDOUS MATERIALS****PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes:
  - 1. Regulatory requirements applicable to Work in connection with hazardous waste abatement and disposal including, but not limited to, asbestos and asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum-contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.
- B. This Section supplements Section 01 41 00 (Regulatory Requirements) and the Work-specific listings of applicable regulatory requirements elsewhere in the Specifications.

**1.2 REFERENCES TO REGULATORY REQUIREMENTS**

- A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in Contract Documents. Codes, laws, ordinances, rules and regulations are not furnished to Design-Build Entity, because Design-Build Entity is assumed to be familiar with their requirements. The listing herein of applicable codes, laws, and regulations for hazardous waste abatement work is supplied to Design-Build Entity as a courtesy and shall not limit Design-Build Entity's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Specifications exists, the most stringent requirements shall be used.
- B. Conform to all applicable codes, laws, ordinances, rules and regulations that are in effect on date of contracting.

**1.3 LAWS, ORDINANCES, RULES, AND REGULATIONS**

- A. During prosecution of Work under Contract Documents, Design-Build Entity shall comply with applicable laws, ordinances, rules and regulations including, but not limited to, those listed below.
- B. Federal:
  - 1. Statutory Requirements:
    - a. Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 *et seq.*
    - b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U. S.C. Sections 9601 *et seq.*
    - c. Toxic Substances Control Act of 1976, 15 U.S.C., Sections 2601 *et seq.*
    - d. Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sections 1801 *et seq.*
    - e. Clean Water Act, 33 U.S.C. Sections 1251 *et seq.*
    - f. Safe Drinking Water Act, 42 U.S.C., Sections 3001 *et seq.*
    - g. Clean Air Act, Section 112, 42 U.S.C., Section 7412
    - h. Occupational Safety and Health Act of 1970, 29 U.S.C., Sections 651 *et seq.*
    - i. Underground Storage Tank Law, 42 U.S.C., Sections 6991 *et seq.*
    - j. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C., Sections 11011 *et seq.*
  - 2. Environmental Protection Agency (EPA):
    - a. 40 C.F.R. Parts 260, 264, 265, 268, 270
    - b. 40 C.F.R. Parts 258 *et seq.*
    - c. 40 C.F.R. Part 761
    - d. 40 C.F.R. Parts 122-124
  - 3. Occupational Safety and Health Administration (OSHA):
    - a. OSHA Worker Protection Standards, Title 29 C.F.R. Part 1926.58, Construction Standards and 29 C.F.R. 1910.1001 General Industry Standard



- b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos
  - c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
  - d. National Emission Standard for Hazardous Air Pollutants, Title 40 C.F.R. Part 61
  - e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763
4. Department of Transportation:
- a. Title 49 C.F.R. 173.1090
  - b. Title 49 C.F.R. 172
  - c. Title 49 C.F.R. 173
  - d. DOT, HM 181 and MH126f
- C. State of California Requirements:
1. Statutory Law:
- a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code, Sections 25300 *et seq.*
  - b. Health and Safety Code, Section 25359.4
  - c. Hazardous Waste Control Law, Health & Safety Code, Sections 25100 *et seq.*
  - d. Porter-Cologne Water Quality Control Act, Water Code, Sections 13000 *et seq.*
  - e. Health and Safety Code, Sections 25915-25924
  - f. California Labor Code Chapter 6, including, without limitation, Sections 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080
  - g. Business and Professions Code, including without limitation, Sections 7058.5, 7065.01, 7118.5
  - h. Underground Storage of Hazardous Substance Act, Health and Safety Code, Sections 25280 *et seq.*
  - i. Petroleum Underground Storage Tank Cleanup, Health and Safety Code, Sections 25299.10 *et seq.*
  - j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code, Sections 25249.5 *et seq.* (Proposition 65)
  - k. Above Ground Petroleum Storage Act, Health and Safety Code, Sections 25270 *et seq.*
  - l. Hazardous Materials Release Response Plans and Inventory, Health and Safety Code, Chapter 6.95
2. Administrative Code and Regulations:
- a. Title 22 CCR Division 4.5, Environmental Health Standards for the Management of Hazardous Waste, Sections 6600 *et seq.*
  - b. Cal/OSHA Worker Protection Standards, Title 8 CCR, Sections 1529, 5208
  - c. Title 8 CCR, Section 1532.1, Lead in Construction
  - d. Title 23 CCR, Sections 2610 *et seq.*
3. Local Agency Requirements:
- a. Bay Area Air Quality Management District, Fugitive Dust Rules
  - b. Bay Area Air Quality Management District Regulation 11-2-303
  - c. State Water Resource Control Board, General Construction Activity Stormwater Permit Requirements (Order 92-OS DWQ)
4. Local Agency Requirements:
- a. Woodside Fire Dept, Cañada College
  - b. San Mateo Fire Department, College of San Mateo
  - c. San Bruno Fire Dept. Skyline College

## **PART 2 PRODUCTS – NOT USED**

## **PART 3 EXECUTION – NOT USED**

END OF SECTION

## SECTION 01 42 00

**REFERENCES AND DEFINITIONS****PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes: Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
- B. Full titles are given in this Section for standards cited in other Sections of Specifications.
- C. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard, shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
- D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Design-Build Entity because manufacturers and trades involved are assumed to be familiar with their requirements.

**1.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES**

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Proposals, except as may be otherwise specifically stated in the Contract Documents.
- B. If during the performance of the Work, Design-Build Entity discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Design-Build Entity shall report it in writing at once to Inspector, with copies to District's Representative and Architect/Engineer, and Design-Build Entity shall not proceed with the Work affected thereby until consent to do so is given by District.
- C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - 1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
  - 2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
- D. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of District, District's Representative or Design-Build Entity, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to District, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
- E. Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in Specifications.
  - 1. Comply with referenced standards and specifications; latest revision in effect at the time of opening of Proposals, unless otherwise identified by date.

- a. Exception: Comply with issues in effect as listed in governing legal requirements.
- F. Referenced Grades, Classes, and Types: Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.
- G. Jobsite Copies:
  - 1. Obtain and maintain at the Site copies of reference standards identified on Drawings and in Specifications in order to properly execute the Work.
  - 2. At a minimum, the following shall be readily available at the Site:
    - a. Safety Codes: State of California, Division of Industrial Safety regulations.
- H. Edition Date of References:
  - 1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Proposals.
  - 2. All amendments, changes, errata and supplements as of the effective date shall be included.
- I. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Design-Build Entity is familiar with and has access to these nationally- and industry-recognized specifications and standards.

### 1.3 ABBREVIATIONS

- A. Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:
 

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAP	Affirmative Action Program
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ABPA	American Board Products Association
ACI	American Concrete Institute
AED	Association of Equipment Distributors
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute (formerly American Standards Association)
APA	American Plywood Association
ARI	Air-Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWCI	Association of the Wall and Ceiling Industries
AWPA	American Wood- Preservers Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BAAQMD	Bay Area Air Quality Management District
BIL	Basic Insulation Level
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	State of California, Department of Transportation
CBC	California Building Code
CCD	Construction Change Directive

CCR	California Code of Regulations
CEC	California Electric Code
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CLMFI	Chain Link Fence Manufacturers Institute
CMC	California Mechanical Code
CO	Change Order
CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CSA	Canadian Standards Association
CTI	Ceramic Tile Institute
DBE	Design-Build Entity
DHI	Door and Hardware Institute
DSA	Division of State Architect (formerly known as the Office of the State Architect)
EPA	Environmental Protection Agency
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specifications
GA	Gypsum Association
HPMA	Hardwood Plywood Manufacturers Association
HVAC	Heating, Ventilating and Air Conditioning
I.D.	Identification
IACS	International Annealed Copper Standards
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IES	Illuminating Engineering Society
ISA	Instrumentation Society of America
JATC	Joint Apprenticeship Training Committee
JV	Joint Venture
LBE	Local Business Enterprise
M.I.	Middle Initial
M/WBE	Minority and/or Woman-Owned Business Enterprise
MBE	Minority Business Enterprise
MIA	Masonry Institute of America
MIA	Marble Institute of America
MLSFA	Metal Lath/Steel Framing Association
MS	Military Specifications
MSDS	Material Safety Data Sheet
MSS	Manufacturers Standardization Society of the Valve & Fitting Industry
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electric Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Science and Technology (formerly the National Bureau of Standards)
NOFMA	National Oak Flooring Manufacturers Association

NSF	National Sanitation Foundation
NTMA	National Terrazzo & Mosaic Association
NWWDA	National Wood Windows and Doors Association
OSHA	Occupational Safety and Health Administration
OSHPD	Office of Statewide Health Planning and Department
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PG&E	Pacific Gas and Electric Company
PM	Preventive Maintenance
PR	Proposal Request
PS	Product Standard, U. S. Department of Commerce
RFI	Request for Information
RFP	Request for Proposals
RFS	Request for Substitution
RIS	Redwood Inspection Service
SDI	Steel Deck Institute
SFM	State of California, Office of State Fire Marshal
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joint Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SSPC	Steel Structures Painting Council
SWI	Steel Window Institute
SWPPP	Storm Water Pollution Prevention Plan
TCA	Tile Council of America
TIE	Time Impact Evaluation
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USA	Underground Service Alert
USC	United States Code
WCLIB	West Coast Lumber Inspection Bureau
WHI	Warnock Hersey International a testing lab
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association

B. Abbreviations in Specifications:

AWG	American Wire Gauge
accord	Accordance
Co.	Company
Corp.	Corporation
cm.	centimeter (centimeters)
cu.	Cubic
Div.	Division
dia.	diameter
ft.	foot (feet)
g./gr.	gram (grams)
gal.	gallon (gallons)
gpd	gallons per day
gpm	gallons per minute
hr.	hour
kg.	kilogram (kilograms)

in.	inch (inches)
Inc.	Incorporated
km.	kilometer (kilometers)
Kw	Kilowatt
l.	liter (liters)
lbs.	pounds
m	meter (meters)
Mfg.	manufacturing
Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
No.	number
o.c.	on centers
O.D.	outside diameter
psi	pounds per square inch
psf	pounds per square foot
sq.	square
T & G	tongue and groove
U.S.	United States
yd.	yard (yards)

C. Abbreviations on Drawings:

Additional abbreviations, used only on drawings, are indicated thereon.

## 1.4 SYMBOLS

A. Symbols in Specifications:

:	“shall be” or “shall” - where used within sentences or paragraphs
#1	Number
1#	Pound
&	And
%	Percent
C	Centigrade
F	Fahrenheit
°	Degree
/	per, except where used to combine words; example: power/fuel, and in that case it means and
“	inch (inches)
‘	foot (feet)
@	At

B. Symbols on Drawings:

Symbols, used only on Drawings, are indicated thereon.

## 1.5 DEFINITIONS

A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural. While District has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Addenda: Written or graphic instruments issued prior to the opening of Proposals, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Proposal Conference and/or Site Visit.

2. Agreement (Document 00 52 00): Agreement is the basic contract document that binds the parties to design & construction Work. Agreement defines relationships and obligations between District and Design-Build Entity and by reference incorporates Conditions of Contract and contains Addenda and all Modifications subsequent to execution of Contract Documents.
3. Alternate: Work added to or deducted from the Base Proposal, if accepted by District.
4. Application for Payment: Written application for monthly or periodic progress or final payment made by Design-Build Entity complying with the Contract Documents.
5. Approved Equal: Approved in writing by District as being of equivalent quality, utility and appearance.
6. Architect/Engineer: Unless otherwise obviously intended, "Architect/Engineer" shall mean a person holding a valid California State Architect's or Engineer's license representing District in the preparation of the Construction Documents. A Consultant Architect/Engineer may also be in connection with the Project. The Consulting Architect/Engineer (if used) may be an employee of or an independent consultant to District. When a Consultant Architect/Engineer is referred to within the Contract Documents and no Consultant Architect/Engineer has in fact been designated, then the matter shall be referred to District. The term Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Consultant Architect/Engineer is an employee of District, his or her authorized representatives on the Project will be included under the term Consultant Architect/Engineer. If Consultant Architect/Engineer is an employee of District, then Consultant Architect/Engineer is the beneficiary of all Design-Build Entity obligations to District, including without limitation, all releases and indemnities. Refer to Section 341, Part 1, Title 24, California Code of Regulations.
7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed. Also referred to in the Contract Documents as the Proposal. The terms Bid and Proposal in the Contract Documents both refer to the Proposal.
9. Bidder: One who submits a Bid. Also referred to in the Contract Documents as a Proposer. The terms Bidder and Proposer in the Contract Documents both refer to the Proposer.
10. Bidding Documents: All documents comprising the Project Manual (including all documents and specification sections listed on Document 00 01 10 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
11. Board: The District's Board of Trustees.
12. Bridging Documents: Drawings, Specifications, Adjacency Diagrams, Room Data Sheets, and other materials provided by District and included or referenced in the Project Manual to define the design intent, quality level, materials and products to be used in the Project. See Section 01 10 00 (Summary of Work), paragraph 1.2.
13. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by District. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday. Refer to the District's web site for a list of District observed holidays.
14. By District: Work that will be performed by District or its agents at the District's expense.
15. By Others: Work that is outside scope of Work to be performed by Design-Build Entity under this Contract, which will be performed by District, other contractors, or other means.
16. Change Order: A written instrument prepared by District and signed by District and Design-Build Entity, 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 amount of the adjustment in the Contract Time, if any.

17. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
18. Compliance Officer: Is defined in Document 00806 (Labor Compliance Program) (if used).
19. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
20. Construction Change Directive: A written order prepared and signed by District, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
21. Construction Documents: Is defined in Section 01 10 01 (Summary of Work – Design Services).
22. Consultant: See Document 00805 (Supplemental General Conditions – Hazardous Materials) (if included).
23. Consulting Architect/Engineer: See Document 00 52 00 (Agreement) (if this term is used).
24. Construction Manager: See Document 00 52 00 (Agreement) (if this term is used).
25. Contract Conditions: Consists of two parts: General Conditions and Supplemental Conditions.
  - a. General Conditions are general clauses that are common to the District Contracts, including Document 00 71 00.
  - b. Supplemental conditions modify or supplement General Conditions to meet specific requirements for this Contract, including Document 00 73 00, Document 00 73 01 (if included) and Document 00 73 05 (if included).
26. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 52 00 (Agreement), plus all changes, addenda, and modifications thereto.
27. Contract Modification: Either:
  - a. a written amendment to Contract signed by Design-Build Entity and District; or
  - b. a Change Order; or
  - c. a Construction Change Directive; or
  - d. a written directive for a minor change in the Work issued by District.
28. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by District to Design-Build Entity for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
29. Contract Time: The number or numbers of Days or the dates stated in the Agreement:
  - a. to achieve Substantial Completion of the Work or designated Milestones; and/or
  - b. to complete the Work so that it is ready for final payment and is accepted.
30. Contractor: Design-Build Entity.
31. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word “day” is specifically modified to the contrary.
32. Design-Build Entity: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term “Design-Build Entity” means the Design-Build Entity or its authorized representative.
33. Design-Build Entity’s Employees: Persons engaged in execution of Work under Contract as direct employees of Design-Build Entity, as Subcontractors, or as employees of Subcontractors.
34. Defective: An adjective which, when modifying the word “Work,” refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and “or equal” items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by District). District is the judge of whether Work is defective.



35. Design Development Documents: Is defined in Section 01 10 01 (Summary of Work – Design Services).
36. District: The San Mateo County Community College District.
37. District-Furnished, DBE-Installed: Items furnished by District at its cost for installation by Design-Build Entity at its cost under Contract Documents.
38. District's Representative(s): See Document 00 52 00 (Agreement).
39. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
40. Equal: Equal in opinion of District. Burden of proof of equality is responsibility of Design-Build Entity.
41. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
42. Final Acceptance or Final Completion: District's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
  - a. All systems having been tested and accepted as having met requirements of Contract Documents.
  - b. All required instructions and training sessions having been given by Design-Build Entity.
  - c. All Project Record Documents having been submitted by Design-Build Entity, reviewed by District and accepted by District.
  - d. All punch list work, as directed by District, having been completed by Design-Build Entity.
  - e. Generally all Work, except Design-Build Entity maintenance after Final Acceptance, having been completed to satisfaction of District.
43. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
44. Furnish: Supply only, do not install.
45. Holiday: District's recognized holidays are New Year's Day, Martin Luther King's Birthday, Lincoln's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day following Thanksgiving, Last workday before Christmas, Christmas Day, and All workdays between Christmas Day and New Year's Day.
46. Indicated: Shown or noted on the Drawings.
47. Inspector. The person engaged by District to inspect the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes. The Inspector is subject to approval by the District and, as appropriate, Division of the State Architect, and he will report to District. Refer to section 4-333 and section 4-342, Part 1, Title 24, California Code of Regulations.
48. Install: Install or apply only, do not furnish.
49. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.
50. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions
51. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
52. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
53. Modification: Same as Contract Modification.

54. Not in Contract: Work that is outside the scope of Work to be performed by Design-Build Entity under Contract Documents.
55. Notice of Completion: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.
56. Off Site: Outside geographical location of the Project.
57. Partial Utilization: Use by District of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
58. PCBs: Polychlorinated byphenyls.
59. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 52 00 (Agreement) or Document 01 10 00 (Summary of Work).
60. Product Data: That information (including brochures, catalogue cuts, MSDS, etc.) supplied by the vendor describing the technical and commercial characteristics of the supplier equipment or materials, and accompanying commercial terms such as warranties, instructions and manuals.
61. Progress Report: A periodic report submitted by Design-Build Entity to District with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See Section 01 32 16 (Progress Schedules and Reports) and Document 00 71 00 (General Conditions).
62. Project: Refers to totality of Work, including design and construction, performed under Contract Documents.
63. Project Float: As defined in Section 01 32 16, paragraph 1.2.B.3.
64. Project Manual: Project Manual consists of Proposal Requirements, Agreement, Bonds, Certificates, Contract Conditions, and Bridging Documents.
65. Project Record Documents: All Project deliverables required under Sections 01 78 39, including without limitation, as-built drawings, operations and maintenance manuals Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.
66. Proposal: The offer of the Design-Build Entity submitted on the prescribed form(s) setting forth the prices for the Work to be performed
67. Provide: Furnish and install.
68. Request for Information (“RFI”): A document prepared by Design-Build Entity requesting information regarding the Project or Contract Documents as provided in Document 01 26 00 (Modification Procedures). The RFI system is also a means for District to submit Contract Document clarifications or supplements to Design-Build Entity.
69. Request for Proposals (“RFP”): A document issued by District to Design-Build Entity whereby District may initiate changes in the Work or Contract Time as provided in Contract Documents. See Document 01 26 00 (Modification Procedures).
70. Request for Substitution (“RFS”): A document prepared by Design-Build Entity requesting substitution of materials as permitted and to the extent permitted in Contract Documents. See Section 01 60 00 (Product Requirements).
71. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by District that clarifies or supplements Contract Documents, and with which Design-Build Entity shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by District. RFI-Replies will be issued through the RFI administrative system.
72. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
73. Services. As defined in Section 01 10 01 (Summary of Work – Design Services).
74. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Design-Build Entity and submitted by Design-Build Entity to illustrate some portion of the Work.
75. Shown: As indicated on Drawings.

76. Site: The particular geographical location of Work performed pursuant to Contract Documents.
  77. Specifications: The written portion of the Bridging Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services; and are contained in Divisions 1 through 16.
  78. Specified: As written in Specifications.
  79. Subcontractor: A person or entity that has a direct contract with Design-Build Entity either to perform a portion of the Work at the Site, or to perform some or all of the Services. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
  80. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of District as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of District for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.
  81. Supplemental Instruction: A written directive from District to Design-Build Entity ordering alterations or modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications. See Document 01 26 00 (Modification Procedures).
  82. Technical Specifications: Specification Divisions 2 through 16 of the Contract Documents.
  83. Title 24: Title 24, California Code of Regulations.
  84. Testing and Special Inspection Agency: An independent entity engaged by District to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
  85. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
  86. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 52 00 (Agreement) or Section 01 10 00 (Summary).
  87. Verified Report: A periodic report submitted to District. Refer to Sections 4-336, 4-337 and 4-343, Part 1, Title 24, California Code of Regulations.
  88. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Bridging Documents. Work may also include the design requirements set forth in the Contract Documents. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.
- B. Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of District is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of District. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by District.

- C. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF SECTION

## SECTION 01 45 23

**TESTING AND INSPECTION****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Design-Build Entity's Quality Control
- B. Quality of the Work
- C. Inspections and Tests by Division of State Architect
- D. Inspections and Tests by Serving Utilities
- E. Inspections and Tests by Manufacturer's Representatives
- F. Inspections by Independent Testing and Inspection Agency
- G. Additional Testing and Inspection

**1.2 DESIGN-BUILD ENTITY'S QUALITY CONTROL**

- A. Design-Build Entity's Quality Control: Ensure that products, services, workmanship and Site conditions comply with requirements of Drawings and Specifications by coordinating, supervising, testing, and inspecting the Work and by utilizing only suitably qualified and appropriately audited, licensed or trained, personnel.
- B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of Drawings and Specifications, including, by reference, all codes, laws, rules, regulations, and standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.
- C. Quality Control Personnel: Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

**1.3 QUALITY OF THE WORK**

- A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.
- B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as shown on or required by Contract Documents.
- C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by District.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.
- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Secure District's advanced written consent. Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
- F. Verification of Quality: Work shall be subject to verification of quality by District in accordance with provisions of the Contract Documents.
  - 1. Cooperate by making Work available for inspection by Division of State Architect Inspector and independent testing and inspection agencies.
  - 2. Such verification may include mill, plant, shop, or field inspection as required.
  - 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.

4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by District.
5. Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.
- G. Observations by District's Consultants: Periodic and occasional observations of Work in progress will be made by District and District's consultants as deemed necessary to review progress of Work and general conformance with design intent.
- H. Limitations on Inspection, Testing and Observation: Neither employment of independent testing and inspection agency nor observations or tests by District and District's consultants shall in any manner relieve Design-Build Entity of obligation to perform Work in full conformance to all requirements of Contract Documents.
- I. District's Acceptance and Rejection of Work: District reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications, or otherwise defective.
- J. Correction of Defective Work: Defective Work shall be modified, replaced, repaired or redone by the Design-Build Entity at no change in Contract Sum or Contract Time.
- K. Contract Adjustment for Defective Work: Should District determine that it is not feasible or in District's interest to require defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between District and Design-Build Entity, and documented in the form of a contract change order. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of Document 00 71 00 (General Conditions).
- L. Non-Responsibility for Defective Work: District and District's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.
- M. Responsibility for Defective Work: Design-Build Entity shall have full responsibility for all consequences resulting from defective work, including without limitation all delays, disruptions, extra inspection and correction costs by Design-Build Entity and District and re-Work, and extra time and costs of all types. Design-Build Entity waives excuses for defective work relating to District's prior review of Submittals and/or prior failure to notice defective work in place on inspection.

#### **1.4 INSPECTIONS BY DIVISION OF THE STATE ARCHITECT INSPECTOR OF RECORD**

- A. District will select and pay for a Division of the State Architect (DSA) certified inspector(s) for this project. The Design-Build Entity will coordinate their work with required inspections.
- B. Regulatory Requirements for Testing and Inspection: Design-Build Entity shall comply with Part 1, Title 24, Section 4-335, California Code of Regulations and shall cooperate with the Inspector and District in all testing required by the Office of Regulation Services, Division of State Architect. Design-Build Entity shall comply with Part 2, Title 24, California Code of Regulations and shall cooperate with Inspector in all inspections, testing and approvals required by the Office of Regulation Services, Division of State Architect. Design-Build Entity shall also comply with Uniform Building Code (UBC) requirements and all other requirements of governing authorities having jurisdiction.
  1. Inspections and Tests by Governing Authorities: Contractor shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.
  2. Such authorities may include, but are not limited to, the Division of State Architect, Fire Department, and similar agencies.
  3. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.

#### **1.5 INSPECTIONS AND TESTS BY SERVING UTILITIES**

- A. Cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling, conducting and paying for such inspections shall be solely the Design-Build Entity's responsibility.

#### **1.6 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES**

- A. Cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as

conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

**1.7 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY**

- A. District will select an independent testing and inspection agency or agencies approved by the Division of State Architect to conduct tests and inspections in accordance with Part 1, Title 24, Section 4-335, California Code of Regulations and as indicated on Drawings, in Specifications and as required by governing authorities having jurisdiction.
- B. Responsibility for time and costs shall be as indicated in schedule below. All time and costs for Design-Build Entity’s service related to such tests and inspections shall be included in Contract Time and Contract Sum.
- C. Notify District and Inspector in writing (and, if provided, on inspection request form provided by District) and, if directed by District, testing and inspection agency, when Work is ready for specified tests and inspections. Deliver this written notification at least 48 hours before the requested inspection date.
- D. The Design-Build Entity will pay or reimburse District for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:
  - 1. Design-Build Entity’s failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
  - 2. Changes in sources, lots, or suppliers of products after original tests or inspections.
  - 3. Changes in means, methods, techniques, sequences, and procedures of construction that necessitate additional testing, inspection, and related services.
  - 4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.
  - 5. Design-Build Entity submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.
- E. Tests and special inspections to be paid by District may, where required, include the following:

<u>SECTION</u>	<u>MATERIAL TESTS</u>
TBD	Reinforcing steel for concrete and concrete masonry
TBD	Concrete slump and strength
TBD	Masonry block strength, shrinkage and moisture content
TBD	Masonry grout strength
TBD	High strength grout strength
TBD	Masonry mortar strength
TBD	Structural steel bolting and welding
TBD	Pile concrete and reinforcing
TBD	Trench backfill
TBD	Building pad sub-grade and imported fill
TBD	Load test pile dowels

<u>SECTION</u>	<u>SPECIAL INSPECTION</u>
TBD	Placement of reinforcing steel for concrete and concrete masonry
TBD	Placement of cast-in-place concrete
TBD	Placement of concrete block and grout
TBD	Structural steel fabrication, erection, bolting and welding
TBD	Installation of roof membrane
TBD	Installation of anchor bolts, dowels embedded in concrete and masonry
TBD	Installation of adhesive (epoxy) connections
TBD	Placement of pile concrete and reinforcement
TBD	Pile driving
TBD	Site grading, road and parking phase
TBD	Trench backfill

**SECTION**                      **ENVIRONMENTAL TESTS**

TBD	Construction noise monitoring
TBD	
	Storm water runoff sampling
TBD	Air quality monitoring within occupied spaces

- F. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted to Division of State Architect, District’s Representative, the Design-Build Entity and/or any other consultant District designates and any agency having jurisdiction (if required by Code).
  - 1. Reports shall clearly identify the following:
    - a. Date issued.
    - b. Project name and number.
    - c. Identification of product and Specifications Section in which Work is specified.
    - d. Name of inspector.
    - e. Date and time of sampling or inspection.
    - f. Location in Project where sampling or inspection was conducted.
    - g. Type of inspection or test.
    - h. Date of test.
    - i. Results of tests.
    - j. Comments concerning conformance with Contract Documents and other requirements.
  - 2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
  - 3. Samples taken but not tested shall be reported.
  - 4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
  - 5. When requested, testing and inspection agency shall provide interpretations of test results.
- G. Design-Build Entity Responsibilities in Inspections and Tests:
  - 1. Unless specified otherwise, notify Inspector, District’s Representative, or any other consultant District designates and independent testing and inspection agencies 48 hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Design-Build Entity’s inspection request in writing (or, if District provides a specific form, on that form).
    - a. When tests or inspections cannot be performed after such notice, reimburse District for testing and inspection agency personnel and travel expenses incurred due to Design-Build Entity’s negligence.
  - 2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
  - 3. Cooperate with Inspector, District’s Representative, or any other consultant District designates, and District’s consultants. Provide access to Work areas and off-Site fabrication and assembly locations, including during weekends and after normal Work hours.
  - 4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Site or at source of products to be tested, and to store and cure test samples.
  - 5. Provide, at least 15 Days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their projected scheduled dates.

**1.8 ADDITIONAL TESTING AND INSPECTION**

- A. If initial tests or inspections made by the Inspector or District’s Representative, or any other consultant District designates reveal that materials do not comply with Title 24, California Code of Regulations or with the Contract Documents, or if District has reasonable doubt that materials do not comply with Title 24, California Code of Regulations or with Contract Documents, additional tests and inspections shall be made as directed.



1. If additional tests and inspections establish that materials comply with Contract Documents, District shall pay all costs for such tests and inspections.
2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.
3. If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

END OF SECTION

**SECTION 01 51 00****TEMPORARY FACILITIES AND CONTROLS****PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes:
1. Temporary Electricity
  2. Temporary Communications.
  3. Temporary Water
  4. Fences
  5. Protection of Public and Private Property
  6. Temporary Sanitary Facilities
  7. Temporary Barriers and Enclosures
  8. Water Control
  9. Pollution Control
  10. Construction Aids
  11. Erosion Control
  12. Noise Control
  13. Traffic Control
  14. Removal of Temporary Facilities and Controls

**1.2 TEMPORARY ELECTRICITY**

Design-Build Entity shall provide and maintain electrical power at the Site for construction purposes and for Design-Build Entity's and trailers and any other site offices or trailers required by the District in the Contract Documents to be provided by Design-Build Entity. Power may be obtained from District, but Design-Build Entity must provide all necessary wiring and appurtenances for connection to District's system.

**1.3 TEMPORARY COMMUNICATIONS**

Provide, maintain, and pay for all applicable communications and data services (including without limitation telephone, facsimile, e-mail and internet) to field office commencing at time of Project mobilization, including all installation and connection charges. In addition, the Design-Build Entity shall provide, maintain and pay for a high speed internet service (such as DSL) at the Site.

**1.4 TEMPORARY WATER**

- A. Provide and maintain- suitable quality water service required for construction operations.
- B. All water required for and in connection with the Work, including without limitation for dust control, shall be furnished by and at the expense of Design-Build Entity. Design-Build Entity shall be allowed to utilize water from the District for domestic uses. Water shall not be provided for dust control or street cleaning.. However, District does not guarantee availability of this water. There will be no charge to Design-Build Entity for water used. Design-Build Entity shall furnish necessary pipe, hose, nozzles and tools and perform all necessary labor. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose.

**1.5 FENCES**

- A. All existing fences affected by the Work shall be maintained by Design-Build Entity until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until District gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

- B. On completion of the Work across any tract of land, Design-Build Entity shall restore all fences to their original or to a better condition and to their original locations.

#### **1.6 PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

- A. Design-Build Entity shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.
- B. Design-Build Entity shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Design-Build Entity or Subcontractors. Design-Build Entity shall make satisfactory and acceptable arrangements with the District, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.
- C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

#### **1.7 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.
- B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Design-Build Entity shall enforce the use of such sanitary facilities by all personnel at the Site.
- C. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.
- D. Design-Build Entity shall keep sanitary facilities free from graffiti.

#### **1.8 TEMPORARY BARRIERS AND ENCLOSURES**

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for District's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades required by governing authorities for public access to existing buildings.
- C. Protect vehicular traffic, stored materials, Site, and structures from damage.

#### **1.9 WATER CONTROL**

- A. Grade Site to drain.
- B. Maintain excavations free of water.
- C. Protect Site from puddling or running water.
- D. Provide water barriers as required to protect Site from soil erosion.
- E. Provide for drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.
- F. Clean, enlarge and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Design-Build Entity's operations. Provide sediment tanks and other features to avoid increased runoff, to protect District's facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.

#### **1.10 POLLUTION CONTROL**

- A. Design-Build Entity shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible Best Management Practices (BMPs) shall be taken to prevent

- such materials from entering any drain to watercourse. Rate of discharge for storm water may not be increased by the Project during or following construction.
- B. The Design-Build Entity shall implement BMPs during construction activities as specified in the California Storm Water Best Management Practices Handbook (Stormwater Quality Task Force, 1993) and/or the Manual of Standards for Erosion and Sediment Control Measures (ABAG, 1995). Erosion and sedimentation control practices shall include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geofabrics, drainage swales, and sand bag dikes.
  - C. In the event that dewatering of excavations is required, Design-Build Entity shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local jurisdiction. Design-Build Entity shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

### **1.11 CONSTRUCTION AIDS**

- A. Design-Build Entity shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs.

### **1.12 EROSION CONTROL**

- A. Design-Build Entity shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection.
- B. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

### **1.13 NOISE CONTROL**

- A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.
- B. Design-Build Entity shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Design-Build Entity shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.
- C. Ensure and provide certification to District that all construction equipment and vehicles used for the Work are:
  - 1. Maintained in good mechanical condition
  - 2. Equipped with properly installed engine mufflers

### **1.14 TRAFFIC CONTROL**

The college campus is an active site, with vehicular and pedestrian traffic occurring at all times of the day and all days of the week. Design-Build Entity shall coordinate with District's Representative all traffic associated with the construction, including without limitation delivery and mail trucks, in order to minimize disruption to college operations. Delivery trucks and large equipment shall enter the Design-Build Entity's access gate and shall use the route mutually agreed upon between District and Design-Build Entity at the beginning of each phase of work. Design-Build Entity shall provide signs directing construction and delivery traffic to this gate. Sign types and locations shall be reviewed by the District's Representative.

**1.15 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- B. Remove underground installations.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF SECTION

## SECTION 01 56 00

**SITE SECURITY AND SAFETY****PART 1 GENERAL****1.1 SUMMARY**

- A. Overview
- B. Protection
- C. Control of Site
- D. Site Security
- E. Safety Program
- F. Safety Requirements
- G. Site Safety Officer
- H. Additional Safety Controls

**1.2 OVERVIEW**

- A. In order to continue support of our educational mission, the District's campuses and many of its facilities will remain occupied during completion of the Work making Site Security and Safety of paramount importance. Campuses are visited, on a daily basis, by an ever-changing and diverse population. Students, District staff, visitors, the public at large and contractor personnel will encounter real and potential safety hazards on a regular basis. Among this population, knowledge of safety and security hazards varies from considerable to none. This makes the risk of an injury of utmost concern to the District.

For this reason, failure to comply with the requirements of this Section will be considered grounds for the District, or its designated representative, to issue an order suspending work or terminate a contract for cause.

The District, or its designated representative, will also perform safety inspections and may issue a written notice ordering a contractor to correct an unsafe act or condition. If the Design-Build Entity fails to correct the unsafe act or condition within the requested time frame, the District or its representative may have the condition corrected and bill the non-compliant Design-Build Entity for the costs associated with the correction.

- B. The Design-Build Entity shall assume overall responsibility for project safety compliance.

**1.3 PROTECTION**

- A. Continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
- B. Properly protect the Work:
  - 1. With lights, guard rails, temporary covers and barricades.
  - 2. Enclose excavations with proper barricades.
  - 3. Brace and secure all parts of the Work against storm and accident.
  - 4. Provide such additional forms of protection that may be necessary under existing circumstances.
- C. Provide and maintain in good condition all protective measures required to adequately protect all persons, including students, District staff, contractors and members of the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

**1.4 CONTROL OF SITE**

Ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Immediately and permanently remove from the Site any employee, contractor, subcontractor, vendor or consultant found in violation of this provision.

- A. Project Work Site parking will be limited to required work trucks, equipment pick-up/delivery vehicles and material delivery only. The Design-Build Entity's employees parking area is specified in Section 00 32 19 (Supplementary Conditions).
- B. In addition to any other requirement in the Project Manual, or to enhance any existing requirement in these documents, the Design-Build Entity shall be aware of (and furnish and install or otherwise provide) the following:
  - a. Access to all existing classrooms must be maintained while isolating the Project Work Site by protective measures. Phasing of the work as (or if) required maintaining access to the buildings shall be a requirement of this Bid.
  - b. Isolation of the Project Work Site referenced immediately above shall be-
    - i. For exterior work (if any) - through the use of "pre-paneled" 6-foot high chain link fence. Fence panels shall include end clips/brackets with which the individual panels can be made into a "fence section" of indefinite length.
    - ii. For interior work (if any)- through the combined use of plywood and plastic sheeting walls constructed to prevent accidental entry to the work area and keep dust from entering occupied areas. Walls shall include end clips/brackets with which the individual panels can be made into a "wall section" of indefinite length.
- C. The fencing shall be maintained and relocated when and as necessary to assure staff/student/ visitor safety while maintaining a positive isolation barrier between the public and the Project Work Site.
- D. The Design-Build Entity shall be responsible for posting, and maintaining, no less than the following construction site signage: CAUTION CONSTRUCTION; HARD HAT AREA; AND KEEP OUT. In the event that the Design-Build Entity's insurance carrier mandates that additional safety signs be posted, this Design-Build Entity shall post and maintain those signs also.
- E. Construction Site signage shall be posted at the entries/exits from the buildings, at every chain link fence corner and in fence line "straight runs" as necessary to assure that the distance between signs does not exceed 500 linear feet.

## 1.5 SITE SECURITY

- A. As part of the Work included within the Contract Price, Design-Build Entity shall take and be fully responsible for all measures required to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the District and all persons lawfully present on the Site, and including times where workers are not present on the Site. Design-Build Entity's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.
- B. No claim shall be made against District by reason of any act of an employee or trespasser, and Design-Build Entity shall repair all damage to District's property resulting from Design-Build Entity's failure to provide adequate security measures.
- C. Design-Build Entity shall maintain control of the Construction access gate at all times. Design-Build Entity shall appoint one person to monitor the gate and maintain the sign-in/out list, with person's name, company, reason for entering, what they are delivering or their business purpose, time and date; when not being monitored, Design-Build Entity shall ensure that gate is locked. Alternatively, Design-Build Entity shall provide a full-time guard at the gate at all times to control access and maintain the sign-in/out list. The sign in/out list shall be available to District at anytime upon request.
- D. Design-Build Entity shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

## 1.6 SAFETY PROGRAM

- A. Within fifteen (15) days after Notice to Proceed, submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.
- B. Receipt and/or review of the Safety Program by District, Engineer or District's representative shall not relieve Design-Build Entity of any responsibility for complying with all applicable safety regulations.
- C. It is essential that Design-Build Entity and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Design-Build Entity's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work

with respect to their respective portions of the Work rests with Design-Build Entity and each individual Subcontractor.

- D. Safety Program components:
1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
  2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b) (4) f.
  3. Confined Space Program: District will provide Design-Build Entity with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.
  4. Emergency Response Plan (ERP): Describe procedures that shall be implemented in the event an incident or emergency occurs at the Project Site. The ERP should model multiple incident scenarios (e.g. minor injury, earthquake, fatality, fire, etc.). Special attention should be paid to Project Site access/egress and contractor personnel evacuation/staging areas. The District will provide contact information for designated internal staff.
- E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.
- F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Supply PPE to all personnel under Design-Build Entity's direction.

## 1.7 SAFETY REQUIREMENTS

- A. Standards: Maintain the Project in accordance with state and local safety and insurance standards.
- B. Hazards Control:
1. Store volatile wastes in covered metal containers and remove from premises daily.
  2. Prevent accumulation of wastes that create hazardous conditions.
  3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
1. Do not burn or bury rubbish or waste material on the Site.
  2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  3. Do not dispose of wastes into streams or waterways.
- D. Provide accident information on the forms provided by Design-Build Entity. This information shall be provided on the same day as the occurrence of said incident.
- E. The District, or its designated representative, must be notified of all contractor injuries in accordance with the timeline established by Cal-OSHA/OSHA. Injuries, no matter how minor, to students, District staff or the public at large must be reported to the District immediately. All incidents resulting in damage to District property or third-party must be reported to the District immediately. Damage to contractor property must be reported within 12 hours if Design-Build Entity expects to file a claim against the District or OCIP.
- F. Design-Build Entity must make their employees, agents, contractors, subcontractors, vendors and officers available for post-incident investigations.
- G. Design-Build Entity must make the involved employees, agents, contractors, subcontractors, vendors and officers available for post-incident/injury drug screening. Those employees failing the test will be removed permanently from the job site. The District will bear the cost of these tests.

## 1.8 SITE SAFETY OFFICER

- A. Designate one of Design-Build Entity's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by District Design-Build Entity's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by District, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Design-Build Entity through the Site Safety Officer for written concurrence by District.



- B. District's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

## 1.9 ADDITIONAL SAFETY CONTROLS

- A. According to industry practices, it is the responsibility of all contractors of every tier to exercise reasonable care to prevent work-related injuries, property and equipment damage at the Project site, as well as minimize risk to the third-party persons and property. All contractors shall undertake loss control prevention practices according to those requirements set by federal, state and local laws, statutes and specific project procedures developed for this Project.
- B. In the event of an accident it will be the responsibility of all contractors of every tier to see that injured workers or third-parties are given immediate medical treatment and that all medical and/or claim forms are filed with the appropriate authorities.
- C. Design-Build Entity and subcontractors participating in the project will be expected to comply with the following safety and loss control requirements:
  - 1. All subcontractors shall identify their contact person(s) to the Design-Build Entity.
  - 2. All contractors and subcontractors shall follow District procedures regarding dealing with the media.
  - 3. All construction employees will be required to be attired in workpants, shirt and appropriate boots or closed toe shoes.
  - 4. Alcohol is prohibited on District property at all times.
  - 5. Smoking Policy: It is the policy of San Mateo County Community College District to provide a safe learning and working environment for both students and employees. It is recognized that smoke from cigarettes, pipes and/or cigars is hazardous to health; therefore, it is the intent of the District to provide a smoke-free environment to the greatest extent possible. To achieve this goal, the District limits smoking on District property to outdoor areas only, at a minimum of twenty (20) feet away from any doorway, entrance to an indoor facility, or fresh air intake vent. Smoking is prohibited in all indoor locations within the District. The sale or distribution of cigarettes or other smoking material is also prohibited.
    - a. Design-Build Entity shall develop and enforce a smoking policy within work site area(s) that is in alignment with District's smoking policy. Design-Build Entity shall prohibit smoking in existing buildings that are under renovation. Design-Build Entity shall prohibit smoking in new buildings under construction no later than when the roof and exterior walls have been installed.
    - b. Skyline College: Outside of the work site(s), smoking is prohibited except in designated smoking areas on the campus.
  - 6. Design-Build Entity will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide the appropriate abatement as quickly as possible.
  - 7. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel, and are allowed only 'incidental' contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.
  - 8. Fall protection is mandatory on all projects in accordance with CAL OSHA, OSHA and any other appropriate code.
  - 9. A site specific Injury and Illness Prevention Program shall be available on site with the Design-Build Entity. All contractors shall abide by this program.
  - 10. Personal radios, headsets, walkmans, I-pods and CD players are not allowed on the job-site.
  - 11. All contractors and subcontractors must attend a pre-construction safety meeting.
  - 12. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.

13. All contractors' employees shall park in their designated parking area. Any sticker attached to the employees' vehicle that displays any form of sexual preference or reference shall be removed prior to parking at the site. Each employee will provide their license plate number to the Design-Build Entity. Any employee disregarding this policy shall be removed from the site until further notice.
14. All contractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
15. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
16. No guns, switchblades, or knives with blades greater than two inches shall be allowed on the job site. Any employee disregarding this policy shall be removed from the site until further notice.
17. All contractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

END OF SECTION

SECTION 01 58 00

**PROJECT IDENTIFICATION AND SIGNS**

**PART 1 GENERAL**

1.1 SUMMARY

- A. Section Includes:
  - 1. Project identification signs
  - 2. Not Used
  - 3. Maintenance
  - 4. Removal
  
- B. Related Sections
  - 1. Section 01 10 00: Summary of Work
  - 2. Section 01 32 19: Submittal Procedures

1.2 NOT USED

1.3 SUBMITTALS

- A. Not Used
- B. Not Used
- C. Show proposed location(s) for signage.

**PART 2 PRODUCTS**

2.1 NOT USED

2.2 OWNER-PROVIDED LAMINATED PROJECT IDENTIFICATION SIGNAGE

- A. Owner will provide up to four poster-sized, laminated signs, approximately 12 sq. feet, for Contractor to install for each building to be renovated.
- B. Content and composition of signage to be determined by Owner. The intent of the signage is to inform the college community of the project. Content may include the following:
  - 1. "BUILDING TODAY FOR EDUCATION TOMORROW" across the top of each sign.
  - 2. "Facilities Excellence" across the bottom of each sign.
  - 3. A District Department name and number for more information or emergency response.
  - 4. Name of Project.
  - 5. Name of District and name of College, including logos.
  - 6. Names and roles of Architect and any consultants specified by District.
  - 7. Name of Prime Contractor.
  - 8. New construction projects shall include Architect's artistic rendering of the building(s).

- 9. The information telephone number of the Construction Planning Department is centered near the bottom of the area with the blue background.
- 10. Graphic Design, Colors, Style of Lettering: to be determined.
- B. Sign Materials
  - 1. Poster paper, laminated. Metal grommets at each corner, for mounting.
  - 2. Mounting Hardware:
    - a) Use plastic tie wraps to secure the signage to the construction site perimeter chain link fence, at location(s) to be identified by Owner's construction manager.
    - b) Use clear tape to secure the signage to surfaces where tie wraps will not work.

2.3 NOT USED

**PART 3 EXECUTION**

3.1 INSTALLATION

- A. Not Used
- B. Laminated Project Identification Signage
  - a. Install project identification signage within twenty-one (21) days after date of Notice to Proceed.
  - b. Place signs at locations as directed by the District representative. The District representative will provide sign placement instructions at the preconstruction meeting.
    - i. Position the sign in such a manner as to be fully visible and readable to the general public.
    - ii. Erect sign level and plumb.
- C. Not Used

3.2 MAINTENANCE AND REMOVAL OF PROJECT IDENTIFICATION SIGNAGE

- A. Project identification signs shall be maintained to present a clean and neat look throughout the project duration. Maintain signs and supports, keep clean, repair deterioration and damage.
- B. Remove signs, framing, supports and foundations at completion of Project and restore the area to a condition equal to or better than before construction.

END OF SECTION

## SECTION 01 60 00

**PRODUCT REQUIREMENTS****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Products
- B. Product Options and Substitutions
- C. Product Delivery Requirements
- D. Shipping Requirements
- E. Product Storage and Handling Requirements

**1.2 PRODUCTS**

- A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. For similar components, provide interchangeable components of the same manufacturer.

**1.3 PRODUCT OPTIONS AND SUBSTITUTIONS**

- A. Summary: This paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00 43 25 (Substitution Request Form) submittal as provided in Document 00 11 19 (Request for Proposals). For “or equal” items, it is the Design-Build Entity’s responsibility to demonstrate that the items meet all of the requirements by following the Request for Substitution process.
- B. Design-Build Entity’s Options:
  - 1. For products specified only by reference standard: Select any product meeting that standard.
  - 2. For products specified by naming one or more products or manufacturers:
    - a. Select products of any named manufacturer meeting specifications.
    - b. If product becomes unavailable due to no fault of Design-Build Entity, submit Request for Substitution (RFS), including all information contained in this Section 01 60 00 and a fully executed Document 00 43 25 (Request for Substitution), but using the term “Design-Build Entity” each place the term “Bidder” appears in that form.
- C. Substitutions:
  - 1. Except as provided in Document 00 11 19 (Request for Proposals) with respect to “or equal” items, District will consider Design-Build Entity’s substitution requests only when product becomes unavailable due to no fault of Design-Build Entity. Requests for review of proposed substitute items will not be accepted from anyone other than Design-Build Entity. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Design-Build Entity’s achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with District for work on the Project).
  - 2. Submit separate RFS (and nine copies) for each product and support each request with:
    - a. Product identification.
    - b. Manufacturer’s literature.
    - c. Samples, as applicable.
    - d. Name and address of similar projects on which product has been used, and dates of installation.
    - e. Name, address, and telephone number of manufacturer’s representative or sales engineer.
    - f. For construction methods: Detailed description of proposed method; drawings illustrating methods.

3. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
  4. State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with District for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.
  5. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by District in evaluating the proposed substitute. District may require Design-Build Entity to furnish additional data about the proposed substitute.
  6. District will not consider substitutions for acceptance (or, in District's sole discretion, District may make Design-Build Entity solely responsible for all resulting costs, expenses and other consequences) when a substitution:
    - a. Results in delay meeting construction Milestones or completion dates.
    - b. Is indicated or implied on submittals without formal request from Design-Build Entity.
    - c. Is requested directly by Subcontractor or supplier.
    - d. Acceptance will require substantial revision of Contract Documents.
    - e. Disrupts Design-Build Entity's job rhythm or ability to perform efficiently.
  7. Substitute products shall not be ordered without written acceptance of District.
  8. District will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
  9. Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.
- D. Design-Build Entity's Representation and Warranty:
1. Design-Build Entity's RFS constitute a representation and warranty that Design-Build Entity:
    - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
    - b. Will provide the same warranty for substitution as for specified product.
    - c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
    - d. Waives claims for additional costs which may subsequently become apparent.
    - e. Will compensate District for additional redesign costs associated with substitution.
    - f. Will be responsible for Construction Schedule slippage due to substitution.
    - g. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by District.
    - h. Will compensate District for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against District, caused by late requests for substitutions or late ordering of products.
- E. District's Duties:
1. Review Design-Build Entity's RFS with reasonable promptness.
  2. Notify Design-Build Entity in writing of decision to accept or reject requested substitution.
- F. Administrative Requirements:
1. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Design-Build Entity's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required District services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

#### 1.4 PRODUCT DELIVERY REQUIREMENTS

- A. Deliver products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

#### 1.5 SHIPPING REQUIREMENTS

- A. Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.
  - 1. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of District.
  - 2. Grease and lubricating oil shall be applied to all bearings and similar items.
- B. Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

#### 1.6 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store products only in staging area per provisions of Section 01 10 00 (Summary).
- B. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- C. For exterior storage of fabricated products, place on appropriate supports, above ground.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- H. Without limiting the foregoing:
  - 1. Design-Build Entity shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any subsuppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
  - 2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
  - 3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.
  - 4. Electrical equipment, and all equipment with antifriction or sleeve bearings shall be stored in weathertight structures maintained at a temperature above 60°F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.
  - 5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed by Design-Build Entity.
  - 6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of

the equipment, Design-Build Entity shall, at the discretion of District, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Design-Build Entity at the time of acceptance.
8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.
10. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner than does not damage the equipment.

**PART 2 PRODUCTS - NOT USED.**

**PART 3 EXECUTION - NOT USED.**

END OF SECTION



## SECTION 01 74 00

**CLEANING****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Progress Cleaning
- B. Final Cleaning

**1.2 PROGRESS CLEANING**

- A. Design-Build Entity shall perform periodic cleaning to ensure that any streets and other District and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, Design-Build Entity shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. Design-Build Entity shall keep all streets clean and free of dust, mud, and debris resulting from Design-Build Entity's operations. Daily cleanup throughout the job will be necessary as Design-Build Entity progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Design-Build Entity shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.
- D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).
- E. Disposal of Materials:
  - 1. As part of the scope of Work included within the Contract Sum, Design-Build Entity shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
  - 2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Design-Build Entity in accordance with applicable local, state, and federal regulations.
  - 3. Design-Build Entity is cautioned that the County of San Mateo and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
  - 4. Design-Build Entity shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
  - 5. The Design-Build Entity will estimate and report to the District, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Reporting requirements include: the nature of materials, destination, volume and tonnage.
- F. All excess soil from performance of Work shall be disposed at sites to be chosen by Design-Build Entity in accordance with applicable local, state, and federal regulations. If Design-Build Entity elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to District. Design-Build Entity is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Design-Build Entity, San Mateo County, District and any District consultant from future liability.
- G. If Design-Build Entity does not properly clean the Site, in the opinion of District, then District shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

**1.3 FINAL CLEANING**

- A. Design-Build Entity shall execute final cleaning prior to final inspection, using only properly skilled workers.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.

- C. Repair, patch, and touch up marred surfaces to match adjacent finishes.
- D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.
- F. Clean Site; mechanically sweep paved areas.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF SECTION

## SECTION 01 77 00

**CONTRACT CLOSEOUT****PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes:
  - 1. Description of contract closeout procedures including:
    - a. Removal of Temporary Construction Facilities
    - b. Substantial Completion
    - c. Final Completion
    - d. Final Cleaning
    - e. Project record documents
    - f. Design-Build Entity shall comply with all applicable requirements in Section 01 78 39 (Project Record Documents).
    - g. Project Guarantee
    - h. Warranties
    - i. Turn-In
    - j. Release of Claims
    - k. Fire Inspection Coordination
    - l. Building Inspection Coordination

**1.2 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES**

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore permanent facilities used during construction to specified condition.
- D. Comply with paragraph 1.12 of Section 01 51 00 (Temporary Facilities and Controls).

**1.3 SUBSTANTIAL COMPLETION**

- A. When Design-Build Entity considers Work or designated portion of the Work as Substantially Complete, submit written notice to District's Representative, with list of items remaining to be completed or corrected.
- B. Within reasonable time, District's Representative will inspect to determine status of completion.
- C. Should District's Representative determine that Work is not Substantially Complete, District will promptly notify Design-Build Entity in writing, listing all defects and omissions.
- D. Remedy deficiencies and send a second written notice of Substantial Completion. District will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Design-Build Entity shall pay District's cost of the reinspection.
- E. When District's Representative determines that Work is Substantially Complete, District will issue a Certificate of Substantial Completion, accompanied by Design-Build Entity's list of items to be completed or corrected as verified by District.
- F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by District before a Certificate of Substantial Completion will be issued.
- G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Design-Build Entity, Design-Build Entity will reimburse District for costs associated with these visits.
- H. District may enlist Consultants to assist with the above activities.

**1.4 FINAL COMPLETION**

- A. Final Completion occurs when Work meets requirements for District's Final Acceptance. When Design-Build Entity considers Work is Finally Complete, submit written certification that:

1. Design-Build Entity has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
  2. Except for Design-Build Entity maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of District, and are operative.
  3. Work is complete and ready for final inspection.
- B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- C. When District's Representative find Work is acceptable and final closeout submittals are complete, District's Representative will issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should District determine that Work is incomplete or defective:
1. District promptly will so notify Design-Build Entity, in writing, listing the incomplete or defective items.
  2. Promptly remedy the deficiencies and notify the District when it is ready for reinspection.
  3. When District determines that the Work is acceptable under the Contract Documents, District will request Design-Build Entity to make closeout submittals.
- D. Final adjustments of accounts:
1. Submit a final statement of accounting to District, showing all adjustments to the Contract Sum and complete and execute Document 00 65 73 (Agreement and Release of Any and All Claims).
  2. If so required, District shall prepare a final Change Order for submittal to Design-Build Entity, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.
- E. District may enlist Consultants to assist with the above activities.

## **1.5 FINAL CLEANING**

Design-Build Entity shall comply with all applicable requirements in Section 01 74 00 (Cleaning).

## **1.6 PROJECT RECORD DOCUMENTS**

Design-Build Entity shall comply with all applicable requirements in Section 01 78 39 (Project Record Documents).

## **1.7 PROJECT GUARANTEE**

- A. Requirements for Design-Build Entity's guarantee of completed Work are included in Article 9 of Document 00 71 00 (General Conditions). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Design-Build Entity's sole expense, for period of one year from date of Final Acceptance.
- B. Neither recordation of Final Acceptance nor final certificate for neither payment nor provision of the Contract or partial or entire use or occupancy of premises by District shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Design-Build Entity of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- C. District may make repairs to defective Work as set forth in Document 00 71 00 (General Conditions), paragraph 9.3.
- D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to District, District shall have right to operate and use materials or equipment until said materials and equipment can, without damage to District, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- E. Nothing in this Section shall be construed to limit, relieve, or release Design-Build Entity's, Subcontractors', and equipment suppliers' liability to District for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be

deemed to be, waiver by District of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

## 1.8 WARRANTIES

- A. Execute Design-Build Entity's submittals and assemble warranty documents, and installation, operations and maintenance manuals described in Section 01 32 19 (Submittal Procedures), executed or supplied by Subcontractors, suppliers, and manufacturers.
  - 1. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
  - 2. Include contact names and phone numbers for District personnel to call during warranty period.
  - 3. Assemble in Specification Section order.
- B. Submit material prior to final application for payment.
  - 1. For equipment put into use with District's permission during construction, submit within 14 Days after first operation.
  - 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
- C. Warranties are intended to protect District against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- D. Limitations: Warranties are not intended to cover failures that result from the following:
  - 1. Unusual or abnormal phenomena of the elements
  - 2. Vandalism after Substantial Completion
  - 3. Insurrection or acts of aggression including war
- E. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.
- F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.
- G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.
- H. Warranty Forms: Submit drafts to District for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
  - 1. Warranty shall be countersigned by manufacturers.
  - 2. Where specified, warranty shall be countersigned by Subcontractors and installers.
- I. Rejection of Warranties: District reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
- J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
  - 1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.
  - 2. Materials, equipment or systems are put into beneficial use of District prior to Final Completion as agreed to in writing by District.
- K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Design-Build Entity warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Design-Build Entity, to District free from any claim, liens, security interest, or charges, and further agrees that neither Design-Build Entity nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Design-Build Entity for their protection or any rights under law permitting persons to look to funds due Design-Build Entity in hands of District.

**1.9 TURN-IN**

Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits, keys issued to Design-Build Entity during prosecution of Work, and letters from property owners pursuant to paragraph 1.2.F of Document 01 74 00 (Cleaning) are turned in to District.

**1.10 RELEASE OF CLAIMS**

Contract Documents will not be closed out and final payment will not be made until Document 00 65 73 (Agreement and Release of Any and All Claims) is completed and executed by Design-Build Entity and District.

**1.11 FIRE INSPECTION COORDINATION**

Coordinate fire inspection and secure sufficient notice to District to permit convenient scheduling (if applicable).

**1.12 BUILDING INSPECTION COORDINATION**

Coordinate with District a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF SECTION

## SECTION 01 78 39

**PROJECT RECORD DOCUMENTS****PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include:
  - 1. Marked-up copies of Drawings
  - 2. Marked-up copies of Shop Drawings
  - 3. Newly prepared Drawings
  - 4. Marked-up Product Data submittals
  - 5. Field records, such as photographs, for variable and concealed conditions
  - 6. Record information on Work that is recorded only schematically
  - 7. Maintenance forms for major equipment
- C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 2 through 60.
- D. General Project closeout requirements are included in Section 01 77 00 (Contract Closeout).
- E. Maintenance of Documents and Samples:
  - 1. Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
  - 2. Do not permit Project Record Documents to be used for construction purposes.
  - 3. Maintain Project Record Documents in good order and in a clean, dry, legible condition.
  - 4. Make Documents and Samples available at all times for inspection by District.
- F. Dedicate one full size set of the Drawings and one Project Manual for use for recording as-built conditions.

**1.2 PROJECT RECORD DRAWINGS**

- A. Mark-up Procedure: During the construction period, maintain a set of blue-line or black-line prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) "PROJECT RECORD" in 2-inch high printed letters. Keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.
  - 1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
    - a. Dimensional changes to the Drawings
    - b. Revisions to details shown on the Drawings
    - c. Depths of various elements of foundation in relation to main floor level or survey datum
    - d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
    - e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
    - f. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
    - g. Actual numbering of each electrical circuit
    - h. Field changes of dimension and detail
    - i. Revisions to routing of piping and conduits
    - j. Revisions to electrical circuitry
    - k. Actual equipment locations
    - l. Duct size and routing
    - m. Changes made by Change Order or CCD

- n. Details not on original Contract Drawings
- 2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
- 3. Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
- 4. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 5. Note CCD numbers; alternate numbers, Change Order numbers, and similar identification.
- 6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
  - a. Accurately record information in an understandable and legible drawing technique.
  - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with District, Inspector of Record and Architect of Record to consolidate and ensure accuracy of information. Once accuracy of information is confirmed, prepare and submit a full electronic set, in AutoCAD format, of as-built Contract Drawings and Shop Drawings.
  - 1. Incorporate changes and additional information previously marked on print sets. Delete, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" and the date prepared in a prominent location on each Drawing.
  - 2. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets, and submit to District.
- C. In addition to requirements of this Section, comply with supplemental requirements of other Divisions 2 through 60.
  - 1. Divisions 22, 23, 25 and 26 of the Specifications require the preparation of large scale, detailed layout drawings of the Work of those Divisions. These layout drawings are not Shop Drawings as defined by Section 00 71 00 (General Conditions), but together with Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate, and integrate the work of the various Sections.
  - 2. Include these layout drawings as part of the Project Record Documents.

### **1.3 PROJECT RECORD SPECIFICATIONS**

- A. During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Documents purposes.
- B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.
  - 1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
  - 2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
  - 3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
  - 4. Upon completion of mark-up, submit Project Record Specifications to District for District's records.

### **1.4 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT RECORD DOCUMENTS**

- A. Using a distinct AutoCAD layer, clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.



- B. "Cloud" all affected areas using a distinct AutoCAD layer.
- C. Submit duplicate electronic files of all drawings in Tag Image File Format (.tif).
- D. In the event that Design-Build Entity utilizes Building Information Modeling (BIM) software or an alternate computerized application to AutoCAD to design and record its design and construction services, Design-Build Entity shall submit as Project Record Documents the equivalent files, computer software, and any other relevant items, and train District personnel in its use, to allow District to receive and fully utilize the alternate method to meet the intent of the requirements of this Section 01 78 39 Project Record Documents.

## 1.5 PROJECT RECORD PRODUCT DATA

- A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
  - 1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.
  - 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
  - 4. Upon completion of mark-up, submit a complete set of Project Record Product Data to District for District's records.
  - 5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
  - 6. Design-Build Entity is responsible for mark-up and submittal of Project Record Product Data for its own Work.
- B. Material, Equipment, and Finish Data:
  - 1. Provide data for primary materials, equipment and finishes as required under each Specification Section. Submit three (3) hard copy sets and one (1) digital copy, on compact disc (CD) prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume. Provide project identification information on binder covers and spines.
- C. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
  - a. Trade names.
  - b. Model or type numbers.
  - c. Assembly diagrams.
  - d. Operating instructions.
  - e. Cleaning instructions.
  - f. Maintenance instructions.
  - g. Recommended spare parts.
  - h. Product data.

## 1.6 MISCELLANEOUS PROJECT RECORD SUBMITTALS

- A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified, ready for use and reference. Submit to the District for District's electronic records, in Adobe pdf format. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:
  - 1. Field records on excavations and foundations
  - 2. Field records on underground construction and similar work
  - 3. Survey showing locations and elevations of underground lines
  - 4. Invert elevations of drainage piping
  - 5. Surveys establishing building lines and levels
  - 6. Authorized measurements utilizing unit prices or allowances
  - 7. Records of plant treatment
  - 8. Ambient and substrate condition tests
  - 9. Certifications received in lieu of labels on bulk products

10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures
18. Final As-Built Construction Schedule

## 1.7 MAINTENANCE FORMS FOR MAJOR EQUIPMENT

- A. See Section 01 60 00 Product Requirements

## 1.8 INSTALLATION, OPERATIONS AND MAINTENANCE MANUALS

- A. The Design-Build Entity shall compile O&M manuals for every piece of equipment and building operating or electrical system, commissioned or not, with the following formats:
1. Quantity: as specified in Section 01 32 19 Submittal Procedures, Paragraph 1.2.R.3 (unless more are required by the technical specifications).
  2. Hard Media Format:
    - (a) Size: 8½ x 11 inch, 3 ring loose-leaf binders. Use as many binders as required for each element as listed below. Do not overload binders.
    - (b) Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching. Binders shall be 3-inch maximum. Use white or black colored binders with integrated clear plastic covers to enable insertion of binder titles.
    - (c) Sheet lifters: Provide plastic sheet lifters prior to first page and following last page.
    - (d) Binder titles: Include the following title on front and spine of binder:

### NAME OF PROJECT (YEAR)

### INSTALLATION, OPERATION AND MAINTENANCE MANUAL

- (e) Sheet Size: 8½ x 11 inch
- (f) Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
- (g) Dividers: Use dividers with permanently marked tabs of card stock to separate each section and sub section. Tab labels shall not be handwritten. Use a main tab for each specification section. Behind the section number tab there shall be the equipment ID tag sub-tab for each piece of major equipment (or group, if small or numerous). These sub-tabs shall be similar to the specification number tabs but of a different color.
- (h) Contents
  - (1) Title page, which shall be a duplicate of front binder title
  - (2) Table of Contents
  - (3) Equipment Sections and Sub sections
    - (i) Contractor. The first page behind the equipment tab shall be the Contractor's name, address and telephone number of the manufacturer and installing contractor and the 24-hour number for emergency service for all equipment in this section, identified by equipment.
    - (ii) Submittal and Product Data. This section shall include all approved submittal data, cut sheets, data base sheets and appropriate shop drawings. If submittal was not required for approval, descriptive product data shall be included.
    - (iii) Operation and Maintenance Instructions. These shall be the written manufacturer's data with the model and features of this installation clearly marked and edited to omit reference to products or data not applicable to this installation. This section shall include data on the following:

1. Model number, serial number and nameplate data for each piece of equipment and any subcomponent.
2. Installation, startup and break-in instructions.
3. All starting, normal shutdown, emergency shutdown, manual operation and normal and emergency operating procedures and data, including any special limitations.
  - i. Step-by-step procedure for system startup, including a pre-start checklist. Refer to controls and indicators by nomenclature consistent with that used on panels and in control diagrams.
  - ii. Sequence of operation, with detailed instruction in proper sequence, for each mode of operation (i.e., day-night; staging of equipment).
  - iii. Emergency operation: If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operations (from normal) which the operator can follow when there is a partial failure or malfunctioning of components, or other unusual condition.
  - iv. Shutdown procedure: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.
4. O&M and installation instructions that were shipped with the unit.
5. Preventative and corrective maintenance, with service procedures and schedules:
  - i. Provide a schedule for preventive maintenance in a printed format and an electronic format compatible with owner's system. State, preferably in tabular form, the recommended frequency of performance for each preventive maintenance task, cleaning, inspection and scheduled overhauls.
  - ii. Cleaning: Provide instructions and schedules for all routine cleaning and inspection with recommended lubricants.
  - iii. Inspection: If periodic inspection of equipment is required for operation, cleaning or other reasons, indicate the items to be inspected and give the inspection criteria for: motors; controls; filters and any other maintenance items.
  - iv. Provide instructions for minor repairs or adjustments required for preventive maintenance routines. Identify test points and give values for each. Include sensor calibration requirements and methods by sensor type.
  - v. Corrective maintenance instructions shall be predicated upon a logical effect-to-cause troubleshooting philosophy and a rapid replacement procedure to minimize equipment downtime.
  - vi. Troubleshooting: Troubleshooting tables, charts, or diagrams shall be used to present specified procedures. A guide to this type shall be a three-column chart. The columns shall be titled: malfunction, probable cause and recommended action.
  - vii. Repair and Replacement: Indicate repair and replacement procedures most likely to be required in the maintenance of the equipment.
  - viii. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
  - ix. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagram

6. Safety Precautions: This subsection shall comprise a listing of safety precautions and instructions to be followed before, during and after making repairs, adjustments or routine maintenance.
  7. Manufacturers' brochures (including controls): Manufacturers' descriptive literature covering devices and equipment used in the system, together with illustrations, exploded views and renewal parts lists. Manufacturers' standard brochures and parts list shall be corrected so that information applying to the actual installed equipment is clearly defined.
  8. Supply any special tools required to service or maintain the equipment.
  9. Performance data, ratings and curves.
  10. Warranty and guarantee, which clearly lists conditions to be maintained to keep warranty in effect and conditions that would affect the validity of the warranty.
  11. Any service contracts issued.
- (4) Supplemental Data. Prepare written text and/or special drawings to provide necessary information, where manufacturer's standard printed data is not available and information is necessary for a proper understanding and operation and maintenance of equipment or systems, or where it is necessary to provide additional information to supplement data included in the manual or project documents.
  - (5) Control Diagrams/Drawings. Include the as-built control diagrams/drawings for the piece of equipment and its components, including full points list, full print out of all schedules and set points after testing and acceptance of the system, and copies of all checkout tests and calibrations performed by the contractor (not commissioning tests).
  - (6) Specifications. This section is comprised of the component or system specification section copied and inserted complete with all addenda.
  - (7) System Description. This section shall include the individual equipment portion of the overall system Design Basis Narrative.
3. Electronic Media Format: Electronic media format shall be Adobe pdf, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique CD-ROM.
  4. A separate manual or chapter shall be provided for each applicable system as follows:
    - (a) Chillers
    - (b) Cooling Towers
    - (c) Boilers
    - (d) Pumps
    - (e) Air Handling Units (include sequence of operation, one line diagram and area served in a plastic pouch for mounting on equipment or in equipment room)
    - (f) Exhaust Fans
    - (g) Supply Air Fans (excluding Air Handling Units)
    - (h) Plumbing and Drainage Systems/Equipment
    - (i) Emergency Generator Systems
    - (j) UPS
    - (k) Fire Protection Systems
    - (l) Fire Alarm System
    - (m) Valves and Pipe Specialties (include valve identification chart)
    - (n) Variable Frequency Drives (VFD)
    - (o) Smoke Control Systems
    - (p) Water Treatment System
    - (q) Elevator Systems
    - (r) Lighting Systems and Controls (interior, exterior and airfield)
    - (s) Switchgear, Transformers, Panel boards, Motor Control Centers and Motor Starters
    - (t) Lightning Protection and Surge Suppression Systems

- (u) Public Address, Closed Circuit TV, Communication and Telephone Systems
- (v) Security System
- (w) Building Management/Temperature Control System (BMS)
- (x) Fuel System
- (y) Doors and Hardware.
- (z) Power monitoring systems
- (aa) HVAC, Testing Adjusting, and Balancing

**1.9 COMPUTER PROGRAMS**

- A. When any equipment requires operation by computer programs, submit copy of program on appropriate CD, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows XP compatible. Provide required licenses to District at no additional cost.

**1.10 DISTRICT’S RECOURSE**

- A. If Design-Build Entity is not able to provide project record documents in specified formats, District and Design-Build Entity shall negotiate a credit back to the District for this work.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION**

**3.1 RECORDING**

Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. District may periodically review Project Record Documents to assure compliance with this requirement.

**3.2 SUBMITTAL**

- A. At completion of Project, deliver Project Record Documents to District, per Section 01 32 19 Submittal Procedures.
- B. Accompany submittal with transmittal letter containing:
  - 1. Date
  - 2. Project title and number
  - 3. Contractor’s name and address
  - 4. Number and title of each Project Record Document
  - 5. Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor’s authorized representative.

END OF SECTION

SECTION 01 91 13  
GENERAL COMMISSIONING REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Commissioning: Commissioning is a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems and assemblies meet defined objectives and criteria. The Commissioning process begins at project inception (during the pre-design phase) and continues through the life of the facility. The commissioning process includes specific tasks to be conducted during each phase in order to verify that design, construction, and training meets the owner's project requirements.
- B. Commissioning Team: The members of the commissioning team consist of the contracted commissioning agent (CxA), the owner's representative/construction manager (CM), the Design-Build Entity (DBE), the architect and design engineers, the mechanical contractor (MC), the electrical contractor (EC), the testing and balancing (TAB) contractor, the control contractor (CC), the facility operating staff, and any other installing subcontractors or suppliers of equipment. The contracted commissioning agent is hired by the owner directly. The CxA directs and coordinates the project commissioning activities and the reports to the owner. All team members work together to fulfill their contracted responsibilities and meet the objectives of the contract documents.

Commissioning shall:

- 1) Verify that applicable equipment and systems are installed according to the contract documents, manufacturer's recommendations, and industry accepted minimum standards and that they receive adequate operational checkout by installing contractors.
  - 2) Verify and document proper performance of equipment and systems.
  - 3) Verify that O&M documentation left on site is complete.
  - 4) Verify that the owner's operating personnel are adequately trained.
- C. The commissioning process does not take away from or reduce the responsibility of the system designers or installing contractors to provide a finished and fully functioning product.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division 1 specification sections, apply to this section.
- B. Owner's Project Requirements and Basis of Design documents are included by reference for information only.
- C. ASHRAE Guideline 0-2005, ASHRAE Standards 55 & 62.1-2004

1.03 SUMMARY

- A. This section includes general requirements that apply to the implementation of the commissioning process without regard to specific systems, assemblies and components.

B. Related sections include the following:

- 1) Division 23 Section 23 08 00 Commissioning of HVAC for commissioning process activities for heating, ventilating, air-conditioning, and refrigerating systems, assemblies, equipment, and components.

1.04 DEFINITIONS

Acceptance - A formal action, taken by a person with appropriate provider (which may or may not be contractually defined) to declare that some aspect of the project meets defined requirements, thus permitting subsequent activities to proceed.

Approval - Acceptance that a piece of equipment or system has been properly installed and is functioning in the tested modes according to the contract documents.

Basis of Design - A document that records the concepts, calculations, decisions, and product selections used to meet the owner's project requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

Checklists - Verification checklists that are developed and used during all phases of the commissioning process to verify that the owner's project requirements are being achieved. This includes checklists for general verification, plus testing, training, and other specific requirements.

Commissioning Authority (CxA) - The entity identified by the owner who leads, plans, schedules, and coordinates the commissioning team to implement the commissioning process.

Commissioning Plan - An overall plan developed by the commissioning agent that provides the structure, schedule and coordination planning for the commissioning process.

Commissioning Process - A quality-focused process for enhancing the delivery of a project. The process focuses upon verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the owner's project requirements.

Commissioning Process Activities - Components of the commissioning process.

Commissioning Process Progress Report - A written document that details activities completed as part of the commissioning process and significant findings from those activities that is continuously updated during the course of a project. Usually it is incorporated into the commissioning plan as an ongoing appendix.

Commissioning Team - The individuals who through coordinated actions are responsible for implementing the commissioning process.

Construction Checklist - A form used by the contractor to verify that appropriate components are on-site, ready for installation, correctly installed, and functional. Also see **Checklists**.

Construction Documents - This includes a wide range of documents, which will vary from

project to project, with the owner's needs and with regulations, laws, and countries. Construction documents usually include the project manual (specifications), plans (drawings) and general terms and conditions of the contract.

Continuous Commissioning Process - A continuation of the commissioning process well into the occupancy and operations phase to verify that a project continues to meet current and evolving owner's project requirements. Continuous commissioning process activities are on-going for the life of the facility. Also see **On-Going Commissioning Process**.

Contract Documents - This includes a wide range of documents, which will vary from project to project, with the owner's needs and with regulations, laws, and countries. Contract documents frequently include price agreements, construction management process, sub-contractor agreements or requirements, requirements and procedures for submittals, changes, and other construction requirements, timeline for completion, and the construction documents.

Coordination Drawings - Drawings showing the work of all trades to illustrate that equipment can be installed in the space allocated without compromising equipment function or access for maintenance and replacement. These drawings graphically illustrate and dimension manufacturers' recommended maintenance clearances.

Control system - A component of environmental, HVAC, security, and fire systems for reporting/monitoring and issuing of commands to/from field devices.

Data logging - The monitoring and recording of flows, currents, status, pressures, etc., of equipment using stand-alone data recorders separate from the control system or the trending capabilities of control systems.

Deferred Performance Tests (DPTs) - Performance tests that are performed, at the discretion of the CxA, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design, or other site conditions that disallow the test from being performed.

Deficiency - A condition in the installation or function of a component, piece of equipment, or system that is not in compliance with the contract documents.

Factory Testing - Testing of equipment on-site or at the factory, by factory personnel, with or without an owner's representative present.

Issues Log - A formal and ongoing record of problems or concerns – and their resolution – that have been raised by members of the commissioning team during the course of the commissioning process.

Nominal Group Technique - A formal, structured brainstorming process used to obtain the maximum possible ranked input from a variety of viewpoints in a short period of time. The typical approach is a workshop session where a question is presented, the attendees each record their responses on a piece of paper, the individual responses are recorded on a flip chart without discussion in a round robin fashion, all of the responses are discussed, and the participants rank their top five responses.

Non-Compliance - See **Deficiency**.

Non-Conformance - See **Deficiency**.



On-Going Commissioning Process - A continuation of the commissioning process well into the occupancy and operations phase to verify that a project continues to meet current and evolving owner's project requirements. On-going commissioning process activities occur throughout the life of the facility. Some of these will be close to continuous in implementation, and others will be either scheduled or unscheduled (as needed). Also see **Continuous Commissioning Process**.

Owner's Project Requirements - A written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information. (The term "Project Intent" is used by some owners for their commissioning process owner's project requirements or design.)

Over-ridden Value - Riding over a sensor value in the equipment's controls to observe the response of the equipment's operation. Also see **Simulated Signal**.

Phased Commissioning - Commissioning that is completed in phases as required by the phasing plan as approved for the project and other scheduling issues.

Quality Based Sampling - A process for evaluating a sub-set (sample) of the total population. The sample is based upon a known or estimated probability distribution of expected values; an assumed statistical distribution based upon data from a similar product, assembly, or system; or a random sampling that has scientific statistical basis.

Re-Commissioning - An application of the commissioning process requirements to a project that has been delivered using the commissioning process. This may be a scheduled re-commissioning developed as part of an ongoing commissioning process, or it may be triggered by use change, operations problems, or other needs.

Retro-Commissioning - The commissioning process applied to an existing facility that was not previously commissioned. This guideline does not specifically address retro-commissioning. However, the same basic process needs to be followed from pre-design through occupancy and operations to optimize the benefits of implementing the commissioning process philosophy and practice.

Seasonal Performance Tests - Performance tests that are deferred until the system(s) will experience conditions closer to their design conditions based on weather conditions.

Simulated Condition - Condition that is created for the purpose of testing the response of a system (e.g., raising/lowering the setpoint of a thermostat to see the response in a VAV box).

Simulated Signal - Disconnecting a sensor and using a signal generator to simulate a sensor value for the purpose of testing a full range of conditions.

Startup - The initial starting or activating of dynamic equipment, including completing construction checklists.

Systems Manual - A system-focused composite document that includes the operation manual, maintenance manual, and additional information of use to the owner during the occupancy and operations phase.

Test Procedure - A written protocol that defines methods, personnel, and expectations for tests conducted on components, equipment, assemblies, systems, and interfaces among systems. The test procedures are specified in the Technical Specifications sections of the contract documents. Performance testing covers the dynamic functions and operations of equipment and systems using manual or monitoring methods. Performance testing is the dynamic testing of systems under full operation. Systems are tested under various modes, such as during low cooling loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc. The systems are run through all the control system's sequences of operation and components are verified to respond as the sequences state.

Training Plan - A written document that details the expectations, schedule, budget, and deliverables of commissioning process activities related to training of project operating and maintenance personnel, users, and occupants.

Verification - The process by which specific documents, components, equipment, assemblies, systems, and interfaces among systems are confirmed to comply with the criteria described in the Owner's Project Requirements.

Trending - The monitoring, by a building management system or other electronic data gathering equipment, and analyzing of the data gathered over a period of time.

Vendor - Supplier of equipment.

Warranty Period - Refer to Document 00 65 36 Guaranty.

## 1.05 COORDINATION

- A. Project Commissioning Team - The members of the project commissioning team will consist of the commissioning authority and any support personnel, the construction manager, the owner's facility staff (FS) or designee, the Design-Build Entity, subcontractors and/or vendors as required, and the architect/ engineer (A/E).
- B. Management - The CxA coordinates the commissioning activities through the construction manager. All members shall work together to fulfill their contracted responsibilities and meet the objectives of the contract documents. Refer to Paragraph 1.06 for additional management details.
- C. Scheduling - The CxA, through the owner or CM, will provide sufficient notice to the contractor for scheduling commissioning activities with respect to the owner's participation. The contractor will integrate all commissioning activities into the overall project schedule. All parties will address scheduling problems and make necessary notifications in a timely manner in order to expedite the commissioning process.

## 1.06 COMMISSIONING PLAN

- A. The CxA will develop the commissioning plan which shall be included in the project schedule when approved by the owner or CM. The following narrative provides a brief overview of the typical commissioning tasks during construction and the general order in which they occur.
  - 1) Commissioning during construction begins with an initial commissioning meeting conducted

by the CxA where the commissioning process is reviewed with the project commissioning team members.

- 2) Additional meetings will be required throughout construction, scheduled by the CxA, through the owner or CM, with necessary parties attending to plan, scope, coordinate, schedule future activities and resolve problems.
- 3) MEP Equipment documentation is submitted to the CxA, through the owner or CM, during normal submittals, including detailed startup procedures.
- 4) The construction checklists are to be completed by the contractor (or its subcontractors), before and during the startup process.
- 5) Construction checklists, TAB and startup must be completed before performance testing.
- 6) Items of non-compliance in material, installation, or setup shall be corrected at no expense to the owner.
- 7) The contractor ensures that the subcontractors' construction checklists are executed and documented and that startup and initial checkout are performed. The CxA verifies that the TAB, construction checklists and startup were completed according to the approved plans. This includes the CxA approving TAB, checklists and startup plans. This also includes witnessing startup of selected equipment. Any testing failure is to be corrected at no additional cost to the owner, and a re-test is to be performed, observed, and documented.
- 8) The CxA develops and implements equipment and system performance test procedures. The forms and procedures are approved by the owner, CM and A/E.
- 9) The performance tests are executed by the contractor under the direction of the CxA with the assistance of the facility staff. All documentation is by the CxA.
- 10) The CxA reviews the O&M documentation for completeness and provides the commissioning record for the O&M manuals.
- 11) Commissioning should be completed before substantial completion.
- 12) The CxA develops procedures, reviews, pre-approves, coordinates, and implements the training provided by the contractor.
- 13) Deferred testing is conducted as specified or required.

#### 1.07 COMMISSIONING TEAM

- A. Members appointed by contractor(s): Individuals, each having authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated actions. The commissioning team shall consist of, but not be limited to, representatives of each contractor, including project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.
- B. Members appointed by owner:

1. CxA - An entity identified by the owner who leads, plans, schedules, and coordinates the commissioning team to implement the commissioning process. Owner will engage the CxA under a separate contract.
2. Representatives of the facility user and operation and maintenance personnel.
3. Architect and engineering design professionals.

#### 1.08 RELATED REQUIREMENTS

- |                      |                                |
|----------------------|--------------------------------|
| A. Section 01 32 19  | Submittal Procedures           |
| B. Section 01 32 16  | Progress Schedules and Reports |
| C. Section 01 77 00  | Contract Closeout Procedures   |
| D. Section 01 78 39  | Project Record Documents       |
| E. Document 00 65 36 | Guaranty                       |
| F. Section 23 08 00  | Commissioning of HVAC          |

#### 1.09 RESPONSIBILITIES

- A. The general responsibilities of various parties in the commissioning process are provided in this subsection. The specific responsibilities are in the Technical Specifications.

B. All Parties

1. Follow the commissioning plan.
2. Attend initial commissioning meeting and additional meetings as necessary.

C. Architect (of A/E)

*Construction Phase*

1. Attend the commissioning scoping meeting and selected commissioning team meetings.
2. Perform normal submittal review, construction observation, as-built drawing preparation, O&M manual preparation, etc., as contracted.
3. Provide any design narrative documentation requested by the CxA.
4. Coordinate resolution of system deficiencies identified during commissioning, according to the contract documents.
5. Prepare and submit final as-built design intent documentation for inclusion in the O&M manuals. Review and approve the O&M manuals.

D. Mechanical and Electrical Designers/Engineers (of the A/E)

*Construction and Phase*

1. Perform normal submittal review, construction observation, as-built drawing preparation, etc., as contracted. On site observation should be completed just prior to system startup.

2. Provide any design narrative and sequences documentation requested by the CxA. The designers shall assist (along with the contractors) in clarifying the operation and control of commissioned equipment in areas where the specifications, control drawings or equipment documentation is not sufficient for writing detailed testing procedures.
3. Attend commissioning scoping meetings and other selected commissioning team meetings.
4. Participate in the resolution of system deficiencies identified during commissioning, according to the contract documents.
5. Prepare and submit the final as-built design intent and operating parameters documentation for inclusion in the O&M manuals. Review and approve the O&M manuals.
6. From the contractor's red-line drawings, edit and update one-line diagrams developed as part of the design narrative documentation and those provided by the vendor as shop drawings for the chilled and hot water, condenser water, domestic water, steam and condensate systems; supply, return and exhaust air systems and emergency power system.
7. Provide a presentation at one of the training sessions for the owner's personnel.
8. Review and approve the construction checklists for major pieces of equipment for sufficiency prior to their use.
9. Review and approve the performance test procedure forms for major pieces of equipment for sufficiency prior to their use.
10. Witness testing of selected pieces of equipment and systems

#### *Occupancy and Operations Phase*

1. Participate in the resolution of non-compliance, non-conformance and design deficiencies identified during commissioning during warranty-period commissioning.
2. Attend lessons learned session

#### E. Commissioning Authority (CxA)

The contractors will provide all tools or the use of tools to start, check-out and test equipment and systems.

The CxA will verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 1 to 100 percent. Verification will include, but is not limited to, equipment submittals, construction checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the OPR. When a random sample does not meet the requirement, CxA will report the failure in the "Issues Log."

#### *Construction Phase*

1. Coordinates and directs the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
2. Coordinate the commissioning work and, with the DBE and owner/CM, help integrate commissioning activities into the master schedule.
3. Revise the Construction Phase Commissioning Plan as necessary.
4. Plan and conduct a commissioning scoping meeting and other commissioning meetings.

5. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor startup and checkout procedures.
6. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
7. Review and approve normal contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
8. Write and distribute construction checklists. Prepare and maintain completed construction checklist log.
9. Develop an enhanced startup and initial systems checkout plan with subcontractors.
10. Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
11. Witness all or part of the HVAC piping test and flushing procedure, sufficient to be confident that proper procedures were followed. Document this testing and include the documentation in O&M manuals. Notify owner/CM of any deficiencies in results or procedures.
12. Witness all or part of any ductwork testing and cleaning procedures, sufficient to be confident that proper procedures were followed. Document this testing and include the documentation in O&M manuals. Notify owner's project manager of any deficiencies in results or procedures.
13. Approve construction checklist completion by selected site observation and spot checking.
14. Recommend approval of systems startup by reviewing startup reports and by selected site observation.
15. Review TAB execution plan.
16. Oversee sufficient testing of the control system and approve it to be used for TAB, before TAB is executed.
17. Recommend approval of air and water systems balancing by reviewing completed reports and by selected site observation.
18. With necessary assistance and review from installing contractors, write the performance test procedures for equipment and systems, including energy management control system trending or manual performance testing. Submit to CM for review, and for approval if required.
19. Analyze any performance trend logs and monitoring data to verify performance.
20. Coordinate, witness, and recommend approval of manual performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved.
21. Maintain a master Issues Log and a separate testing record. Provide the owner/ CM with written progress reports and test results with recommended actions.
22. Review equipment warranties to ensure that the owner's responsibilities are clearly defined.
23. Oversee and approve the training of the owner's operating personnel.
24. Compile and maintain a commissioning record and building systems book(s).
25. Review and approve the preparation of the O&M manuals.
26. Provide a final commissioning report (as described in this section).
27. Coordinate the development of a systems manual.

28. Prepare a standard trend logging package of primary parameters that will provide the operations staff clear indications of system function in order to identify proper system operation and trouble shoot problems. The CxA shall also provide any needed information on interpreting the trends.

*Occupancy and Operations Phase*

1. Coordinate and supervise seasonal testing and deficiency corrections.
2. Return to the site at 10 months into the 12 month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports, documents and requests for services to remedy outstanding problems.
3. Assist in the development of a preventative maintenance plan, a detailed operating plan or an energy and resource management plan or as-built documentation.
4. Attend owner coordinated lessons learned sessions as requested.

F. Owner or Owner's Representative (CM)

*Construction and Acceptance Phase*

1. Facilitate the coordination of the commissioning work by the CxA, and, with the CM/DBE and CxA, ensure that commissioning activities are being scheduled into the master schedule.
2. Review and approve the final *Commissioning Plan—Construction Phase*.
3. Attend a commissioning scoping meeting and other commissioning team meetings.
4. Perform the normal review of MEP contractor submittals.
5. Furnish a copy of all construction documents, addenda, change orders and approved submittals and shop drawings related to commissioned equipment to the CxA.
6. Review and approve the performance test procedures submitted by the CxA, prior to testing.
7. When necessary, observe and witness startup and performance testing of selected equipment.
8. Review commissioning progress and deficiency reports.
9. Coordinate the resolution of non-compliance and design deficiencies identified in all phases of commissioning.
10. Sign-off (final approval) on individual commissioning tests as completed and passing. Recommend completion of the commissioning process to the Project Manager.
11. Assist the DBE in coordinating the training of owner personnel.
12. Provide the OPR documentation to the CxA and all contractors for information and use.
13. Provide the BoD documents, prepared by Architect and approved by owner, to the CxA and all contractors for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.
14. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

*Occupancy and Operations Phase*

1. Assist the CxA as necessary in the seasonal or deferred testing and deficiency corrections required by the specifications.

2. Attend lessons learned session

G. Owner's Project Manager (CM&Owner)

*Construction Phase*

1. Manage the contract of the A/E and of the DBE.
2. Arrange for facility operating and maintenance personnel to attend various field commissioning activities and field training sessions.
3. Provide final approval for the completion of the commissioning work.

*Occupancy and Operations Phase*

1. Ensure that any seasonal or deferred testing and any deficiency issues are addressed.
2. Attend lessons learned session

- H. Contractor. All contractors and their subcontractors and vendors shall assign representatives with expertise and authority to act on their behalf and schedule them to participate in and perform commissioning process activities including, but not limited to, the following:

*Construction Phase*

1. Facilitate the coordination of the commissioning and incorporate commissioning activities (the Commissioning Plan) into the Overall Project Schedule (OPS).
2. Provide detailed startup procedures
3. Include the cost of commissioning in the total contract price.
4. Ensure that all subcontractors and vendors execute their commissioning responsibilities according to the contract documents and the OPS.
5. Provide copies of all submittals as required in Section 01 32 19 Submittal Procedures, including all changes thereto.  
Attend and participate in commissioning team meetings held monthly.
6. No later than 60 days prior to startup of the first piece of major equipment, meet with the CxA, CM, A/E, and PM and owner to finalize the detailed commissioning procedures/schedule.
7. Provide the training of owner personnel.
8. Review and accept construction checklists provided by the commissioning authority.
9. Complete paper or electronic construction checklists as work is completed and provide to the commissioning agent on a weekly basis.
10. Accomplish commissioning process test procedures.
11. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
12. Cooperate with the CxA for resolution of issues recorded in the "Issues Log".
13. Prepare O&M manuals, according to the contract documents, including clarifying and updating the original sequences of operation to as-built/as-tested conditions.

*Occupancy and Operations Phase*

1. Ensure that subcontractors provide assistance for seasonal performance testing, performed by the CxA, according to the specifications.
2. Ensure that subcontractors correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for applicable issues identified in any seasonal testing.
3. Perform all guarantee work for materials furnished under the contract for the time specified in the contract, including all warranties and curing all latent defects within the time period provided in the contract.



## I. Vendors/Subcontractors

1. Provide all requested submittal data, including detailed startup procedures and specific responsibilities of the owner to keep warranties in force.
2. Assist in equipment testing per agreements with subcontractors and/or contractor.
3. Include cost of all special tools and instruments (only available from vendor, specific to a piece of equipment) required for testing, operating, and maintaining equipment according to these contract documents in the base bid price to the contractor.
4. Analyze specified products and verify that the A/E has specified the newest, most current equipment reasonable for this project's scope and budget.
5. Provide requested information regarding equipment sequence of operation and testing procedures.
6. Review construction checklists and test procedures for equipment installed by factory representatives.

### 1.10 EQUIPMENT/SYSTEMS TO BE COMMISSIONED

#### A. The following equipment/systems will be commissioned for this project:

1. Chillers and Towers
2. Boilers and related equipment
3. Chilled water system and pumps
4. Hot water system and pumps
5. Steam system and components
6. Air Handling Units (with supply, return and outside air duct, variable air volume boxes and units, air distribution equipment, fan coil units, unit heaters, etc., and temperature control system)
7. Exhaust air systems (including fans, ductwork and interconnection with air handling/supply systems)
8. Supply or make-up air systems (including fans, ductwork and interconnection with air handling and/or exhaust systems)
9. Specialty air removal/ventilation systems (including fans, ductwork and interconnection with air handling/supply systems)
10. Potable water system (including backflow preventers, fixtures, piping cleaning and flushing, hot water generators, and booster pumps)
11. Sanitary drainage/sewer system
12. Storm drainage system
13. Emergency power system (including emergency generator, automatic transfer switch and fuel oil system)
14. Lighting systems (interior and exterior )
15. Switchgear, transformers, panelboards and/or motor control centers
16. Lightning protection and/or surge suppression system
17. Access Control system
18. Elevator systems
19. HVAC, Test, Adjust, and Balance
20. BMS System

## PART 2 PRODUCTS

## 2.01 TEST EQUIPMENT

- A. All standard testing equipment required to perform startup and initial checkout and required performance testing shall be provided by the contractor for the equipment being tested. This includes, but is not limited to, two-way radios, meters, and data recorders. Data recorders may be provided by the CxA at the option of the CxA,
- B. Special equipment, tools, and instruments required for testing equipment according to these contract documents shall be included in the contractor's base bid price and shall be turned over to the owner at Project close-out.
- C. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance within the tolerances specified in the specifications. If not otherwise noted, the following minimum requirements apply: Temperature sensors and digital thermometers shall have a certified calibration to NIST traceable standards within the past year to an accuracy of 0.5 degree F and a resolution of + or - 0.1 degree F. Pressure sensors shall have an accuracy of + or - 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year. All equipment shall be calibrated according to the manufacturer's recommended intervals and when dropped or damaged. Calibration tags shall be affixed or certificates readily available.

## PART 3 - EXECUTION

### 3.01 MEETINGS

- A. Initial Meeting. Within 10 days of the Notice to Proceed (NTP), the CxA, through the owner/CM, will schedule, plan and conduct an initial commissioning meeting. The contractor and its responsible parties are required to attend.
- B. Miscellaneous Meetings. Other meetings will be planned and conducted by the CxA as construction progresses. These meetings will cover coordination, deficiency resolution, and planning issues. These meetings will be held at least monthly, until the final 3 months of construction, when they may be held as frequently as one per week.

### 3.02 STARTUP, CONSTRUCTION CHECKLISTS, AND INITIAL CHECKOUT

- A. The following procedures apply to all equipment/systems to be commissioned, according to Paragraph 1.10 Equipment/Systems to be commissioned.
- B. General. Construction checklists are important to verify that the equipment and systems are fully connected and operational. It ensures that performance testing (in-depth system checkout) may proceed without unnecessary delays. The construction checklists for a given system must be successfully completed and approved prior to startup and formal performance testing of equipment or subsystems of the given system.
- C. Startup and Checkout Plan. The CxA will assist the project commissioning team members responsible for startup of any equipment. The primary role of the CxA in this process is to ensure that there is written documentation that each of the manufacturer-recommended procedures has been completed. The CxA shall provide construction checklists and startup shall be identified in the commissioning scoping meeting and on the checklist forms.

1. The construction checklists are provided by the CxA. These checklists indicate required procedures to be executed as part of startup and initial checkout of the systems and the party responsible for their execution.
  2. The contractor shall determine which trade is responsible for executing and documenting each of the line item tasks and transmit the checklists to the responsible subcontractors. Each form may have more than one trade responsible for its execution.
  3. The contractor/subcontractor with assistance from the CxA responsible for the purchase of the equipment shall develop the full startup plan by combining the manufacturer's detailed startup and checkout procedures and the construction checklists.
  4. The contractor/subcontractor shall submit the full startup plan to the CxA for review and approval.
  5. The CxA will review and approve the procedures and the documentation format for reporting. The CxA will return the procedures and the documentation format to the contractor, through the CM.
  6. The contractor will transmit the full startup plan to the subcontractors for their review and use.
- D. Sensor and Actuator Calibration. All field-installed temperature, relative humidity, CO, CO<sub>2</sub>, refrigerant, O<sub>2</sub>, and/or pressure sensors and gages, and all actuators (dampers and valves) on all equipment shall be calibrated. Verify that all locations are appropriate and away from causes of erratic operation. Submit to the CxA through the CM the calibration methods and results. All test instruments shall have had a certified calibration within the last 6 months to NIST traceable standards, and comply with all local, state and/or federal requirements/certifications, as required. Sensors installed in the unit at the factory with calibration certification provided need not be field calibrated. Provide bench testing as required at the direction of the CxA.

#### Sensor Calibration Methods

All Sensors-- Verify that all sensor locations are appropriate and away from causes of erratic operation. Verify that sensors with shielded cable, are grounded only at one end. For sensor pairs that are used to determine a temperature or pressure difference, make sure they are reading within 0.2°F of each other for temperature and within a tolerance equal to 2% of the reading, of each other, for pressure. Tolerances for critical applications may be tighter.

Sensors Without Transmitters-- Standard Application. Make a reading with a calibrated test instrument within 6 inches of the site sensor. Verify that the sensor reading, via the permanent thermostat, gage or building automation system (BAS), is within the tolerances in the table below of the instrument-measured value. If not, install offset in BAS, calibrate or replace sensor.

Sensors With Transmitters-- Standard Application. Disconnect sensor. Connect a signal generator in place of sensor. Connect amp meter in series between transmitter and BAS control panel. Using manufacturer's resistance-temperature data, simulate minimum desired temperature. Adjust transmitter potentiometer zero until 4 mA is read by the ammeter. Repeat

for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the BAS. Record all values and recalibrate controller as necessary to conform with specified control ramps, reset schedules, proportional relationship, reset relationship and P/I reaction. Reconnect sensor. Make a reading with a calibrated test instrument within 6 inches of the site sensor. Verify that the sensor reading, via the permanent thermostat, gage or building automation system (BAS), is within the tolerances in the table below of the instrument-measured value. If not, replace sensor and repeat. For pressure or humidity sensors, perform a similar process with a suitable signal generator.

Critical Applications-- For critical applications (process, manufacturing, etc.) more rigorous calibration techniques may be required for selected sensors. Contractor shall describe any such methods used on an attached sheet.

Tolerances, Standard Applications

<u>Sensor</u>	<u>Required Tolerance (+/-)</u>	<u>Sensor</u>	<u>Required Tolerance (+/-)</u>
Cooling coil, chilled and condenser water temps	0.4F	Flow rates, water	4% of design
AHU wet bulb or dew point	2.0F	Relative humidity	4% of design
Hot water coil and boiler water temp	1.5F	Combustion flue temps	5.0F
Outside air, space air, duct air temps	0.5F	Oxygen or CO <sub>2</sub> monitor	0.1 % pts
Wattour, voltage & amperage	1% of design	CO monitor	0.01 % pts
Pressures, air, water and gas	3% of design	Natural gas and oil flow rate	1% of design
Flow rates, air	10% of design	Steam flow rate	3% of design
		Barometric pressure	0.1 in. of Hg

Valve and Damper Stroke Setup and Check EMS Readout-- For all valve and damper actuator positions checked, verify the actual position against the BAS readout. Set pumps or fans to normal operating mode. Command valve or damper closed, visually verify that valve or damper is closed and adjust output zero signal as required. Command valve or damper open, verify position is full open and adjust output signal as required. Command valve or damper to a few intermediate positions. If actual valve or damper position doesn't reasonably correspond, replace actuator or add pilot positioner (for pneumatics).

Closure for heating coil valves (NO) -- Set heating setpoint 20°F above room temperature. Observe valve open. Remove control air or power from the valve and verify that the valve stem and actuator position do not change. Restore to normal. Set heating setpoint to 20°F below room temperature. Observe the valve close. For pneumatics, by override in the EMS, increase pressure to valve by 3 psi (do not exceed actuator pressure rating) and verify valve stem and actuator position does not change. Restore to normal.

Closure for cooling coil valves (NC)-- Set cooling setpoint 20°F above room temperature. Observe the valve close. Remove control air or power from the valve and verify that the valve stem and actuator position do not change. Restore to normal. Set cooling setpoint to 20°F below room temperature. Observe valve open. For pneumatics, by override in the EMS,

increase pressure to valve by 3 psi (do not exceed actuator pressure rating) and verify valve stem and actuator position does not change. Restore to normal.

Spring Return Actuators (NC or NO)—During normal operation, disconnect the power and visually inspect the operation of the desired action (open or closed)

E. Execution of Construction Checklists and Startup.

1. Four weeks prior to the scheduled startup, the contractor shall coordinate startup and checkout with the CM, A/E, and CxA. The execution and approval of the construction checklists, startup, and checkout shall be directed and performed by the contractor, subcontractor or vendor. Signatures are required of the applicable subcontractors for verification of completion of their work.
2. The owner/CM, and A/E as necessary, shall observe, at minimum, the procedures for each piece of primary equipment, unless there are multiple units, in which case a sampling strategy may be used. The CxA will observe all testing.
3. For lower-level components of equipment, (e.g., sensors, controllers), the CxA shall observe a sampling of the startup procedures.
4. The subcontractors and vendors shall execute startup and provide the CxA and A/E, through the owner/CM, with a signed and dated copy of the completed startup and construction checklists.
5. Only individuals of the contractor (technicians, engineers, tradesmen, vendors, etc.) who have direct knowledge and witnessed that a line item task on the construction checklist was actually performed shall check off that item. It is not acceptable for witnessing supervisors to fill out these forms.

F. Deficiencies, Non-Conformance, and Approval in Checklists and Startup(Master Issues Log).

1. The contractor shall ensure that the subcontractors clearly list any outstanding items of the initial startup and construction checklist procedures that were not completed successfully, on an attached sheet. The form and any outstanding deficiencies shall be provided, through the owner/CM, to the CxA within two days of test completion.
2. The CxA will review the report and issue either a non-compliance report or an approval form, through the CM, to the contractor. The installing subcontractors or vendors shall correct all areas that are deficient or incomplete in the checklists and tests in a timely manner, shall notify the owner/CM as soon as outstanding items have been corrected, and resubmit an updated startup report with a Statement of Correction on the original non-compliance report. When satisfactorily completed, the CxA will recommend approval of the execution of the checklists and startup of each system.
3. Items left incomplete, which later cause deficiencies or delays during performance may result in backcharges to the contractor. Refer to Paragraph 3.05, herein, for details.

### 3.03 SUBMITTALS

- A. The CxA will provide appropriate contractors with a specific request for the type of submittal documentation the CxA requires facilitating the commissioning work. These requests will be integrated into the normal submittal process and protocol of the construction team. At minimum, the request will include the manufacturer and model number, the manufacturer's printed installation and detailed startup procedures, full sequences of operation, O&M data, performance data, any performance test procedures, control drawings and details of owner contracted tests. In addition, the installation and checkout materials that are actually shipped inside the equipment and the actual field checkout sheet forms to be used by the factory or

field technicians shall be submitted to the commissioning authority. All documentation requested by the CxA will be included by the subcontractors in their O&M manual contributions.

- B. The CxA will review and approve submittals related to the commissioned equipment for conformance to the contract documents as it relates to the commissioning process, to the performance of the equipment and adequacy for developing test procedures. This review is intended primarily to aid in the development of performance procedures and only secondarily to verify compliance with equipment specifications. The commissioning authority will notify the owner/CM, PM or A/E as requested, of items missing or areas that are not in conformance with contract documents and which require resubmission.
- C. The CxA may request additional design narrative from the A/E and controls contractor, depending on the completeness of the OPR documentation and sequences provided with the specifications.
- D. These submittals to the CxA do not constitute compliance for O&M manual documentation. The O&M manuals are the responsibility of the contractor, though the CxA will review and approve them.

### 3.04 PERFORMANCE TESTING

- A. Requirements. The performance testing shall demonstrate that each system is operating according to the documented design intent and contract documents. Performance testing facilitates bringing the systems from a state of individual substantial completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and functioning of the systems.
- B. Coordination and Scheduling. The contractor shall provide sufficient notice, regarding their completion schedule for the construction checklists and startup of all equipment and systems to allow the performance testing to be scheduled. The commissioning team shall oversee, witness, and document the performance all equipment and systems. The CxA in association with the contractor/subcontractors and facility staff shall execute the tests. Performance testing shall be conducted after the construction checklists, and startup has been satisfactorily completed. The control system shall be sufficiently tested and approved by the CxA before it is used, to verify performance of other components or systems. The air balancing and water balancing shall be completed before performance testing of air or water-related equipment or systems. Testing proceeds from components to sub-systems to systems. When the proper performance of all interacting individual systems has been achieved, the interface or coordinated responses between systems shall be checked.
- C. Development of Test Procedures. Before test procedures are finalized, the contractor shall provide to the A/E and the CxA all requested documentation and a current list of changes affecting equipment or systems, including an updated points list, program code, control sequences, and testing parameters. Using the testing parameters and requirements in the technical specifications, the CxA shall update/develop specific test procedures and forms to verify and document proper operation of each piece of equipment and system. Each contractor/subcontractor or vendor, as appropriate, shall provide assistance to the CxA in developing the final procedures. Prior to finalization, the A/E shall review and concur with the test procedure.

D. Test Methods.

1. Performance testing and verification may be achieved by manual testing or by monitoring the performance and analyzing the results using the control system's trend log capabilities or by stand-alone data loggers. The CxA may substitute specified methods or require an additional method to be executed other than what was specified, with the approval of the A/E and owner/CM. The CxA will determine which method is most appropriate for tests that do not have a specified method.
2. Simulated Conditions. Simulating conditions shall be allowed, though timing the testing to experience actual conditions is encouraged wherever practical.
3. Overridden Values. Overriding sensor values to simulate a condition, such as overriding the outside air temperature reading in a control system to be something other than it really is, is acceptable.
4. Simulated Signals. Using a signal generator which creates a simulated signal to test and calibrate transducers and DDC constants is generally recommended over using the sensor to act as the signal generator via simulated conditions or overridden values.
5. Altering Setpoints. Rather than overriding sensor values, and when simulating conditions is difficult, altering setpoints to test a sequence is acceptable.
6. Indirect Indicators. Relying on indirect indicators for responses or performance shall be allowed only after visually and directly verifying and documenting, over the range of the test parameters, that the indirect readings through the control system represent actual conditions and responses.
7. Setup. Each performance test shall be performed under conditions that simulate actual conditions as closely as is practically possible. The contractor/subcontractor(s) assisting the CxA in executing the test shall provide all necessary materials, system modifications, etc., to produce the necessary flows, pressures, temperatures, etc., necessary to execute the test according to the specified conditions. At completion of the test, the contractor/subcontractor(s) shall return all affected equipment and systems to their approved operating settings.

E. Test Equipment. Refer to Part 2 for test equipment requirements.

F. Problem Solving. The burden of responsibility to solve, correct, and retest malfunctions/failures is with the contractor, with A/E approval as required.

3.05 DOCUMENTATION, NON-CONFORMANCE, AND APPROVAL OF TESTS

A. Documentation. The CxA shall witness and verify/pre-approve the documentation of the results of all performance tests. The CxA shall complete all documentation for performance testing.

B. Non-Conformance.

1. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CxA. In such cases the deficiency and resolution will be documented on the procedure form or on an attached sheet.
2. As tests progress and a deficiency is identified, the CxA shall discuss the issue with the commissioning team, and the contractor.
  - a. When there is no dispute on the deficiency and the contractor accepts responsibility to correct it:

- 1) The CxA will document the deficiency and the contractor's response and intentions. After the day's work, the CxA will submit the non-compliance reports to the CM. The contractor corrects the deficiency, signs the statement of correction at the bottom of the non-compliance form certifying that the equipment is ready to be retested and sends it back to the CxA.
- 2) The contractor shall reschedule the test; and the test repeated.
- b. If there is a dispute about a deficiency, regarding whether or not it is a deficiency:
  - 1) The dispute shall be documented on the non-compliance form with the contractor's response.
  - 2) Resolutions are made at the lowest management level possible. Other parties are brought into the discussions as needed. Final interpretive authority is with the A/E. Final acceptance authority is with the construction manager.
  - 3) The CxA documents the resolution process.
  - 4) Once the interpretation and resolution have been decided, the contractor corrects the deficiency, signs the statement of correction on the non-compliance form and provides it to the CxA, through the CM. The contractor shall reschedule the test and the test repeated until satisfactory performance is achieved.
3. Cost of retesting a performance test hall is the contractor's.
4. The contractor shall submit in writing to the CM at least as often as commissioning meetings are being scheduled, the status of each outstanding discrepancy identified during commissioning. Discussion shall cover explanations of any disagreement and proposals for their resolutions.
  - a. The CxA retains the original non-conformance forms until the end of the project.
  - b. Retesting shall not be considered a justified reason for a claim of delay or for a time extension by the contractor.
- C. Failure Due to Manufacturer Defect. If 10% (or three, whichever is greater) of identical pieces of equipment fail to perform to the contract documents (mechanically or substantively) due to a manufacturing defect, not allowing it to meet its submitted performance specification, all identical units may be considered unacceptable by the A/E or CxA. In such case, the contractor shall provide the owner with the following:
  - a. Within one week of notification from the owner/CM, the contractor or manufacturer's representative shall examine all other identical units making a record of the findings. The findings shall be provided to the CM within two weeks of the original notice.
  - b. Within two weeks of the original notification, the contractor or manufacturer shall provide a signed and dated, written explanation of the problem, cause of failures, etc., and all proposed solutions. The proposed solutions shall not significantly exceed the specification requirements of the original installation.
  - c. The A/E will determine whether a replacement of all identical units or a repair is acceptable.
  - d. Two examples, where applicable, of the proposed solution shall be installed by the contractor and the A/E shall be allowed to test the installations for up to one week, upon which the A/E will decide whether to accept the solution.
  - e. Upon acceptance, the contractor and/or manufacturer shall replace or repair all identical items, at their expense. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts can be obtained.



- D. Approval. The CxA notes each satisfactorily demonstrated function on the test form. Final approval of the performance test by the owner is made after review by the CxA and CM, following recommendations by the A/E.

### 3.06 DEFERRED TESTING

- A. Unforeseen Deferred Tests. If any check or test cannot be completed due to the project completion level, required occupancy condition or other deficiency, execution of checklists and performance testing may be delayed upon approval of the CxA and CM. These tests will be conducted in the same manner as the seasonal tests as soon as possible. Services of necessary parties will be negotiated.
- B. Seasonal Testing. During the warranty period, seasonal testing (tests delayed until weather conditions are closer to the system's design) shall be completed as part of this contract. The CxA shall coordinate this activity through the owner/CM. Tests will be executed, documented by the CxA and deficiencies should be corrected by the appropriate contractor/ subcontractors with the CxA witnessing. Any final adjustments to the O&M manuals and as-builts due to the testing shall be made by the contractor.

### 3.07 TRAINING OF OWNER PERSONNEL

- A. The contractor shall provide training coordination, scheduling of subcontractors, and ensure that training is completed. All training shall be coordinated, through the CM, with the CxA.
- B. The contractor shall ensure that each subcontractor and vendor (mechanical, plumbing, fire, electrical, specialty, etc.) shall have the following responsibilities:
1. Provide, to the CxA through the CM, a training plan sixty days before the planned training covering the following elements:
    - a. Equipment
    - b. Intended audience
    - c. Location of training
    - d. Objectives
    - e. Subjects covered (description, duration of discussion, special methods, etc.)
    - f. Duration of training on each subject
    - g. Instructor for each subject
    - h. Methods (classroom lecture, manufacturer's quality video, site walk-through, actual operational demonstrations, written handouts, etc.).
  2. Provide designated owner personnel with comprehensive orientation and training in the understanding of the systems and the operation and maintenance of each piece of equipment that makes up the system.
  3. Training shall normally start with classroom sessions followed by hands-on demonstration/training on each piece of equipment.
  4. During any demonstration, should the system fail to perform in accordance with the requirements of the O&M manual or sequence of operations, the system shall be repaired or adjusted as necessary and the demonstration repeated at another scheduled time, if necessary.
  5. The appropriate trade or manufacturer's representative shall provide the instructions on each major piece of equipment. Practical building operating expertise as well as in-depth knowledge of all modes of operation of the specific piece of equipment is required. More than one party may be required to execute the training.

6. The controls contractor shall attend sessions other than the controls training, as specified, to discuss the interaction of the controls system as it relates to the equipment being discussed.
7. The training sessions shall follow the outline in the table of contents of the operation and maintenance manual and illustrate whenever possible the use of the O&M manuals for reference.
8. Training shall include:
  - a. Use of the printed installation, operation and maintenance instruction material included in the O&M manuals.
  - b. A review of the written O&M instructions emphasizing safe and proper operating requirements, preventative maintenance, special tools needed and spare parts inventory suggestions. The training shall include startup, operation in all modes possible, shutdown, seasonal changeover and any emergency procedures.
  - c. Discussion of relevant health and safety issues and concerns.
  - d. Discussion of warranties and guarantees.
  - e. Common troubleshooting problems and solutions.
  - f. Explanatory information included in the O&M manuals.
  - g. Discussion of any peculiarities of equipment installation or operation.
  - h. Classroom sessions shall include the use of overhead projections, slides, video/audio-taped material as might be appropriate.
  - i. Hands-on training shall include startup, operation in all modes possible, including manual, shut-down, alarms, power failure and any emergency procedures, and preventative maintenance for all pieces of equipment.
9. The contractor shall fully explain and demonstrate the operation, function and overrides of any local packaged controls not controlled by the central control system.

D. At the discretion of the CxA, training may occur before performance testing is complete if required by the facility operators to assist the CxA in the performance testing.

E. Videotaping of the training sessions will be provided by the contractor and added to the O&M manuals. In addition, factory training videos identifying key troubleshooting, repair, service and/or replacement techniques shall be provided and reviewed with the owner.

F. The CxA at the beginning of each training session presents the overall system narrative and the design concept of each equipment section.

### 3.08 INSTALLATION, OPERATION AND MAINTENANCE MANUALS/DATA

- A. The commissioning process requires detailed installation, operation and maintenance documentation as identified in this section and technical specifications.
- B. See Section 01 32 19 Submittal Procedures.
- C. See Section 01 78 39 Project Record Documents.
- D. See Section 23 08 00 Commissioning of HVAC.

### 3.09 COMMISSIONING RECORD

- A. The CxA is responsible to compile, organize and index the following commissioning data by equipment into labeled, indexed and tabbed, three-ring binders and deliver it to District, to be delivered with the O&M manuals.
  - B. Commissioning Plan

- C. System reports including design narratives and criteria including sequences. Each system shall contain the startup plan and report, approvals, corrections, construction checklists, completed performance tests, trending and analysis, training plan and recommended recommissioning schedule.
- D. Final Commissioning Report including an executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning authority regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
  - 1) equipment meeting the equipment specifications
  - 2) equipment installation
  - 3) performance and efficiency
  - 4) equipment documentation and design intent
  - 5) operator training

All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific performance test, inspection, trend log, etc. where the deficiency is documented. The performance and efficiency section for each piece of equipment shall include a brief description of the verification method used (manual testing, BMS trend logs, data loggers, etc.) and include observations and conclusions from the testing.

END OF SECTION

SECTION 23 08 00  
COMMISSIONING of HVAC

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, apply to this Section.
- B. OPR, BoD, and BoD-HVAC documentation prepared by Owner and Architect contains requirements that apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for commissioning the HVAC system and its subsystems and equipment. This Section supplements the general requirements specified in Division 1 Section "General Commissioning Requirements."
- B. Related Sections include the following:
  - 1. Division 1 Section 01 91 13 General Commissioning Requirements for general requirements for commissioning processes that apply to this Section.

1.3 DEFINITIONS

- A. Architect: Includes Architect identified in the Contract for Construction between College and Design-Build Entity, plus consultant/design professionals responsible for design of HVAC, electrical, communications, controls for HVAC systems, and other related systems.
- B. BoD: Basis of Design.
- C. BoD-HVAC: HVAC systems basis of design.
- D. CxA: Commissioning Authority.
- E. OPR: Owner's (College) Project Requirements.
- F. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.
- G. TAB: Testing, Adjusting, and Balancing.

1.4 DESIGN-BUILD ENTITY'S RESPONSIBILITIES

- A. The following responsibilities are in addition to those specified in Division 1 Section "General Commissioning Requirements."
- B. Design-Build Entity:
  - 1. Attend procedures meeting for TAB Work.
  - 2. Certify that TAB Work is complete.
- C. Mechanical Subcontractor:

1. Attend TAB verification testing.
  2. Provide measuring instruments and logging devices to record test data, and data acquisition equipment to record data for the complete range of testing for the required test period.
- D. HVAC Instrumentation and Control Subcontractor: With the CxA, review control designs for compliance with the OPR and BoD, controllability with respect to actual equipment to be installed, and recommend adjustments to control designs and sequence of operation descriptions.
- E. TAB Subcontractor:
1. Contract Documents Review: With the CxA, review the Contract Documents before developing TAB procedures.
    - a. Verify the following:
      - 1) Accessibility of equipment and components required for TAB Work.
      - 2) Adequate number and placement of duct balancing dampers to allow proper balancing while minimizing sound levels in occupied spaces.
      - 3) Adequate number and placement of balancing valves to allow proper balancing and recording of water flow.
      - 4) Adequate number and placement of test ports and test instrumentation to allow reading and compilation of system and equipment performance data needed to conduct both TAB and commissioning testing.
      - 5) Air and water flow rates have been specified and compared to central equipment output capacities.
    - b. Identify discontinuities and omissions in the Contract Documents.
    - c. This review of the Contract Documents by the TAB Subcontractor satisfies requirements for a design review report as specified in Division 23 Section "Testing, Adjusting, and Balancing."
  2. Additional Responsibilities: Participate in tests specified in Division 23 Sections "HVAC Instrumentation and Controls" and "Sequence of Operation."
- F. Electrical Subcontractor:
1. With the Mechanical Subcontractor, coordinate installations and connections between and among electrical and HVAC systems, subsystems, and equipment.
  2. Attend TAB verification testing.

## 1.5 COMMISSIONING DOCUMENTATION

- A. The following are in addition to documentation specified in Division 1 Section "General Commissioning Requirements."
- B. BoD HVAC: Owner will provide BoD-HVAC documents, prepared by Architect and approved by College Representative, to the CxA and Design-Build Entity for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

- C. Test Checklists: CxA with assistance of Architect shall develop test checklists for HVAC systems, subsystems, and equipment, including interfaces and interlocks with other systems. CxA shall prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. In addition to the requirements specified in Division 1 Section "General Commissioning Requirements," checklists shall include, but not be limited to, the following:
1. Calibration of sensors and sensor function.
  2. Testing conditions under which test was conducted, including (as applicable) ambient conditions, set points, override conditions, and status and operating conditions that impact the results of test.
  3. Control sequences for HVAC systems.
  4. Responses to control signals at specified conditions.
  5. Sequence of response(s) to control signals at specified conditions.
  6. Narrative description of observed performance of systems, subsystems, and equipment. Notation to indicate whether the observed performance at each step meets the expected results.
  7. Interaction of auxiliary equipment.
  8. Issues log.

## 1.6 SUBMITTALS

The following submittals are in addition to those specified in Division 1 Section "General Commissioning Requirements."

- A. Testing Procedures: CxA shall submit detailed testing plan, procedures, and checklists for each series of tests. Submittals shall include samples of data reporting sheets that will be part of the reports.
- B. Certificate of Readiness: CxA shall compile certificates of readiness prepared by Design-Build Entity certifying that systems, subsystems, equipment, and associated controls are ready for testing.
- C. Certificate of Completion of Installation, Prestart, and Startup: CxA shall certify that installation, prestart, and startup activities have been completed. Certification shall include completed checklists provided by TAB Subcontractor as specified in Division 23 Section "Testing, Adjusting, and Balancing." and the Pre-Functional Checklist by the Controls Contractor
- D. Certified Pipe Cleaning and Flushing Report: CxA shall certify that pipe cleaning, flushing, hydrostatic testing, and chemical treating have been completed.
- E. Test and Inspection Reports: CxA shall compile and submit test and inspection reports and certificates, and shall include them into the systems manual and commissioning report.
- F. Corrective Action Documents: CxA shall submit corrective action documents.
- G. Certified TAB Reports: CxA shall submit verified, certified TAB reports.

## PART 2 - PRODUCTS

The following products and services providers will be directly involved in the commissioning of the building system:

- A. T.A.C. Americas (Yamas Controls)  
Y-Net Building Automation System

## PART 3 - EXECUTION

### 3.1 TESTING PREPARATION

#### A. Prerequisites for Testing:

1. Certify that HVAC systems, subsystems, and equipment have been completed, calibrated, and started; are operating according to the OPR, BoD, and Contract Documents; and that Certificates of Readiness are signed and submitted.
2. Certify that HVAC instrumentation and control systems have been completed and calibrated; are operating according to the OPR, BoD, and Contract Documents; and that pretest set points have been recorded.
3. Certify that TAB procedures have been completed, and that TAB reports have been submitted, discrepancies corrected, and corrective work approved.
4. Test systems and intersystem performance after approval of test checklists for systems, subsystems, and equipment.
5. Set systems, subsystems, and equipment into operating mode to be tested (e.g., normal shut down, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).
6. Verify each operating cycle after it has been running for a specified period and is operating in a steady-state condition.
7. Inspect and verify the position of each device and interlock identified on checklists. Sign off each item as acceptable, or failed. Repeat this test for each operating cycle that applies to system being tested.
8. Check safety cutouts, alarms, and interlocks with smoke control and life-safety systems during each mode of operation.
9. Annotate checklist or data sheet when a deficiency is observed.
10. Verify equipment interface with monitoring and control system and TAB criteria; include the following as applicable:
  - a. Supply and return flow rates for VAV and constant volume systems in each operational mode.
  - b. Operation of terminal units in both heating and cooling cycles.
  - c. Minimum outdoor-air intake in each operational mode and at minimum and maximum airflows.
  - d. Building pressurization.
  - e. Total exhaust airflow and total outdoor-air intake.
  - f. Operation of indoor-air-quality monitoring systems.
11. Verify proper responses of monitoring and control system controllers and sensors to include the following:
  - a. For each controller or sensor, record the indicated monitoring and control system reading and the test instrument reading. If initial test indicates that the test reading is outside of the control range of the installed device, check calibration of the

- installed device and adjust as required. Retest malfunctioning devices and record results on checklist or data sheet.
- b. Report deficiencies and prepare an issues log entry.
12. Verify that HVAC equipment field quality-control testing has been completed and approved. CxA shall direct, witness, and document field quality-control tests, inspections, and startup specified in individual Division 23 Sections.
- B. Testing Instrumentation: Install measuring instruments and logging devices to record test data for the required test period. Instrumentation shall monitor and record full range of operating conditions and shall allow for calculation of total capacity of system for each mode of operation. For individual room cooling tests, provide temporary heaters to impose a cooling load indicated in BoD. Operational modes include the following:
1. Occupied and unoccupied.
  2. Warm up and cool down.
  3. Economizer cycle.
  4. Emergency power supply.
  5. Life-safety and safety systems.
  6. Smoke control.
  7. Fire safety.
  8. Stair pressurization system.
  9. Temporary upset of system operation.
  10. Partial occupancy conditions.
  11. Special cycles.

### 3.2 TAB VERIFICATION

- A. TAB Subcontractor shall coordinate with CxA for work required in Division 15 Section "Testing, Adjusting, and Balancing." TAB Subcontractor shall copy CxA with required reports, sample forms, checklists, and certificates.
- B. Design-Build Entity, HVAC Subcontractor, and CxA shall witness TAB Work.
- C. TAB Preparation:
1. TAB Subcontractor shall provide CxA with data required for "Pre-Field TAB Engineering Reports" specified in Division 23 Section "Testing, Adjusting, and Balancing."
    - a. CxA shall use this data to certify that prestart and startup activities have been completed for systems, subsystems, and equipment installation.
- D. Ductwork Air Leakage Testing:
1. Architect will identify, for HVAC Subcontractor and CxA, portions of duct systems to have ductwork air leakage testing. Ductwork air leakage testing shall be performed according to Division 23 Section "Metal Ducts," and shall be witnessed by the CxA.
  2. On approval of preliminary ductwork air leakage testing report, the CxA shall coordinate verification testing of ductwork air leakage testing. Verification testing shall include random retests of portions of duct section tests, reported in preliminary ductwork air leakage testing report. The HVAC Subcontractor shall perform tests using the same instrumentation (by model and serial number) as for original testing; the CxA shall witness verification testing.
- E. Verification of Final TAB Report:



1. CxA shall select, at random, 10 percent of report for field verification.
  2. CxA shall notify TAB Subcontractor 10 days in advance of the date of field verification; however, notice shall not include data points to be verified. The TAB Subcontractor shall use the same instruments (by model and serial number) that were used when original data were collected.
  3. Failure of an item is defined as follows:
    - a. For all readings other than sound, a deviation of more than 10 percent.
      - 1) For sound pressure readings, a deviation of 3 dB. (Note: Variations in background noise must be considered.)
  4. Failure of more than 10 percent of selected items shall result in rejection of final TAB report.
- F. If deficiencies are identified during verification testing, CxA shall notify the HVAC Subcontractor and Architect, and shall take action to remedy the deficiency. Architect shall review final tabulated checklists and data sheets to determine if verification is complete and that system is operating according to the Contract Documents.
- G. CxA shall certify that TAB Work has been successfully completed.

### 3.3 TESTING

- A. Test systems and intersystem performance after test checklists for systems, subsystems, and equipment have been approved.
- B. Perform tests using design conditions whenever possible.
1. Simulate conditions by imposing an artificial load when it is not practical to test under design conditions and when written approval for simulated conditions is received from CxA. Before simulating conditions, calibrate testing instruments. Set and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.
  2. Alter set points when simulating conditions is not practical and when written approval is received from CxA.
  3. Alter sensor values with a signal generator when design or simulating conditions and altering set points are not practical. Do not use sensor to act as signal generator to simulate conditions or override values.
- C. Scope of HVAC Subcontractor Testing:
1. Testing scope shall include entire HVAC installation, from central equipment for heat generation and refrigeration through distribution systems to each conditioned space. It shall include measuring capacities and effectiveness of operational and control functions.
  2. Test all operating modes, interlocks, control responses, responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.
- D. Detailed Testing Procedures: CxA, with HVAC Subcontractor, TAB Subcontractor, and HVAC Instrumentation and Control Subcontractor, shall prepare detailed testing plans, procedures, and checklists for HVAC systems, subsystems, and equipment.

- E. Boiler Testing and Acceptance Procedures: Testing requirements are specified in Division 15 boiler Sections. CxA shall review and comment on submittals, test data, inspector record, and boiler certification and shall compile information for inclusion in systems manual.
- F. HVAC Instrumentation and Control System Testing:
1. Field testing plans and testing requirements are specified in Division 23 Sections "HVAC Instrumentation and Controls" and "Sequence of Operation." The CxA, HVAC Subcontractor, and the HVAC Instrumentation and Control Subcontractor shall collaborate to prepare testing plans.
  2. CxA shall convene a meeting of appropriate entities to review test report of HVAC instrumentation and control systems.
- G. Pipe cleaning, flushing, hydrostatic tests, and chemical treatment requirements are specified in Division 15 piping Sections. HVAC Subcontractor shall prepare pipe system cleaning, flushing, and hydrostatic testing. CxA shall review and comment on plan and final reports. CxA shall certify that pipe cleaning, flushing, hydrostatic tests, and chemical treatment have been completed. Plan shall include the following:
1. Sequence of testing and testing procedures for each section of pipe to be tested, identified by pipe zone or sector identification marker. Markers shall be keyed Drawings for each pipe sector showing the physical location of each designated pipe test section. Drawings keyed to pipe zones or sectors shall be formatted to allow each section of piping to be physically located and identified when referred to in pipe system cleaning, flushing, hydrostatic testing, and chemical treatment plan.
  2. Description of equipment for flushing operations.
  3. Minimum flushing water velocity.
  4. Tracking checklist for managing and ensuring that all pipe sections have been cleaned, flushed, hydrostatically tested, and chemically treated.
- H. Energy Supply System Testing: HVAC Subcontractor shall prepare a testing plan to verify performance of systems and equipment. Plan shall include the following:
1. Sequence of testing and testing procedures for each equipment item and pipe section to be tested, identified by pipe zone or sector identification marker. Markers shall be keyed to Drawings for each pipe sector showing the physical location of each designated pipe test section. Drawings keyed to pipe zones or sectors shall be formatted to allow each section of piping to be physically located and identified when referred to in system testing plan.
  2. Tracking checklist for managing and ensuring that all pipe sections have been tested.
- I. Heat-Generation System Testing: HVAC Subcontractor shall prepare a testing plan to verify performance of boilers, feedwater equipment, furnaces, and auxiliary equipment. Plan shall include the following:
1. Sequence of testing and testing procedures for each item of equipment and section of pipe to be tested, identified by identification marker. Markers shall be keyed to Drawings for each pipe sector showing the physical location of each item of equipment and pipe test section. Drawings shall be formatted to allow each item of equipment and section of piping to be physically located and identified when referred to in the system testing plan.
  2. Tracking checklist for managing and ensuring that all pipe sections have been tested.
- J. Refrigeration System Testing: HVAC Subcontractor shall prepare a testing plan to verify performance of chillers, cooling towers, refrigerant compressors and condensers, heat pumps, and other refrigeration systems. Plan shall include the following:

1. Sequence of testing and testing procedures for each item of equipment and section of pipe to be tested, identified by identification marker. Markers shall be keyed to Drawings showing the physical location of each item of equipment and pipe test section. Drawings shall be formatted to allow each item of equipment and section of piping to be physically located and identified when referred to in the system testing plan.
  2. Tracking checklist for managing and ensuring that all pipe sections have been tested.
- K. HVAC Distribution System Testing: HVAC Subcontractor shall prepare a testing plan to verify performance of air, steam, and hydronic distribution systems; special exhaust; and other distribution systems. Include HVAC terminal equipment and unitary equipment. Plan shall include the following:
1. Sequence of testing and testing procedures for each item of equipment and section of pipe to be tested, identified by identification marker. Markers shall be keyed to Drawings showing the physical location of each item of equipment and pipe test section. Drawings shall be formatted to allow each item of equipment and section of piping to be physically located and identified when referred to in the system testing plan.
  2. Tracking checklist for managing and ensuring that all pipe sections have been tested.
- L. Vibration and Sound Tests: HVAC Subcontractor shall prepare testing plans to verify performance of vibration isolation and seismic controls. CxA shall witness and certify tests and inspections.
- M. Deferred Testing:
1. If tests cannot be completed because of a deficiency outside the scope of the HVAC system, the deficiency shall be documented and reported to Owner. Deficiencies shall be resolved and corrected by appropriate parties and test rescheduled.
  2. If the testing plan indicates specific seasonal testing, appropriate initial performance tests shall be completed and documented and additional tests scheduled.
- N. Testing Reports:
1. Reports shall include measured data, data sheets, and a comprehensive summary describing the operation of systems at the time of testing.
  2. Include data sheets for each controller to verify proper operation of the control system, the system it serves, the service it provides, and its location. For each controller, provide space for recording its readout, the reading at the controller's sensor(s), plus comments. Provide space for testing personnel to sign off on each data sheet.
  3. Prepare a preliminary test report. Deficiencies will be evaluated by Architect to determine corrective action. Deficiencies shall be corrected and test repeated.
  4. If it is determined that the system is constructed according to the Contract Documents, Owner will decide whether modifications required to bring the performance of the system to the OPR and BoD documents shall be implemented or if tests will be accepted as submitted. If corrective Work is performed, Owner will decide if tests shall be repeated and a revised report submitted.

END OF SECTION