

DOCUMENT 00 01 01

PROJECT MANUAL

FOR THE

COLLEGE OF SAN MATEO

HILLSDALE LOTS: STORM DRAIN UPGRADE AND SLOPE

REPAIR PROJECT

Informal Bid under CUPCAA

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

3401 CSM DRIVE
SAN MATEO, CALIFORNIA 94402

CSW/Stuber-Stroeh Engineering Group, Inc.
45 Leveroni Court
Novato, CA 94949

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NOTICE INVITING INFORMAL BIDS

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:

INFORMAL BID NUMBER CSM-469H
CSM Hillsdale Lots: Storm Drain Upgrade and Slope Repair Project
College of San Mateo
1700 W Hillsdale Blvd.
San Mateo, CA 94402

Each bid must conform to and be responsive to the contract documents. Bids can only be submitted by those **A license** contractors who have been pre-qualified with the District for 2012, as reflected on the District’s website: <http://www.smccd.edu/accounts/smccd/departments/facilities/PrequalCC.shtml>

DESCRIPTION OF THE WORK. The Work generally consists of upgrades to the storm drain system and repairs to slopes at the College of San Mateo Hillsdale Lots 1 A-C and 1 D-E to address erosion damage to hillsides from storm water runoff, to ensure protection of neighboring properties and compliance with storm water management best practices and CEQA requirements. Bidding documents contain the full description of the Work.

BIDS DUE: Informal Bids will be received by the District, **no later than** 2:00 pm, on July 10, 2012. Main contact for this project is Sajid Sulaiman, telephone 650.378.7332, facsimile 650.378.7333, and email: sulaimans@smccd.edu.

Informal Bids are to be submitted as follows:

- **Email** to plan@smccd.edu;
- **Fax** to 650-378-7333
- **Mail or deliver in person** to Swinerton Management and Consulting, San Mateo County Community College District, attn: Sajid Sulaiman, 1700 West Hillsdale Blvd., Building 12, Room 181, San Mateo, CA 94402. If mailed, the proposal must be received by the due date (date stamp does not satisfy the deadline requirement).

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 access bid documents through the project web site, <http://sharepoint.smccd.edu/SiteDirectory/CPD/CPD%20Downloads/Forms/AllItems.aspx?RootFolder=%2FSiteDirectory%2FCPD%2FCPD%20Downloads%2FCSM%2FHillsdale%20Lots>

ONE MANDATORY PRE-BID CONFERENCE WILL BE HELD at 10:30 am on Thursday, June 28, 2012 at the Project Site, College of San Mateo, Hillsdale Parking Lot 1 A. Attendance of one conference is mandatory. Prospective subcontractors and vendors are encouraged to attend. Interested parties are advised to arrive early in order to park and obtain a parking pass from Swinerton Management and Consulting.

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

**Board of Trustees
San Mateo County Community College District
Dave Mandelkern, Vice President-Clerk**

Electronic Mailing of Notice: Thursday, June 21, 2012

END OF DOCUMENT

DOCUMENT 00 11 19
INSTRUCTIONS TO BIDDERS

1. **DESCRIPTION OF WORK:** Informal bids are requested for a general construction contract, or work described in general, as follows:

CSM 469H CSM Hillsdale Lots: Storm Drain Upgrade and Slope Repair Project

College of San Mateo
1700 W Hillsdale Blvd.
San Mateo, CA 94402

This project includes upgrades to the storm drain system and repairs to slopes at the College of San Mateo Hillsdale Lots 1 A-C and 1 D-E to address erosion damage to hillsides from storm water runoff, to ensure protection of neighboring properties and compliance with storm water management best practices and CEQA requirements

The project involves complete Work as shown in the bid set drawings, including removal of existing catch basins, installation of new catch basins, new drainage inlets, storm drain pipes, erosion blankets, detention piping, trenching and earthwork etc.

Contractor shall furnish all labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, general requirements, and incidentals required to complete the Work in its entirety as described in the Contract Documents. The work of this contract comprises construction of all work indicated in the bid drawings and described in the specifications, or otherwise required by the Contract documents.

The Contractor shall be responsible for receiving all materials on site when they are delivered to the jobsite, safely storing and protecting this material, in a staging area to be designated by the Owner, and moving the material from the staging area to the work locations. The Contractor shall provide temporary fencing and trash dumpsters. The Contractor shall perform noise, dust and erosion control as required in the General Conditions. The Contractor shall keep the jobsite clean and, on a daily basis, haul away and safely and legally dispose of all trash and debris resulting from the prosecution of this work. The Contractor shall protect existing improvements, restore the jobsite and staging area to their pre-construction condition, and replace in kind any existing improvements damaged as a result of the Contractor's construction activities.

The contractor shall be aware at all times that a portion of the Work is located in close proximity of the property boundary, and adjacent to neighboring properties. The Contractor shall take all measures required to mitigate dust, noise, odor, or light intrusion into adjacent neighborhood properties as a result of construction activities. The contractor shall also take all measures necessary to avoid any loss or damage to adjacent properties, and shall be held responsible for any such loss or damage that may occur.

The Contractor's construction schedule shall accommodate any schedule changes required to address neighbor concerns, if any arise during the Work. The District reserves its right to suspend or terminate any portion of the Work to address any neighbor concerns if any arise. The Contractor shall also note that all communication with neighbors shall be only through the District's designated representative.

- A. **Alternates:** Alternates are defined as products, materials, equipment, systems, methods, units of work or major elements of the construction, which may, at District's option and under the terms established by the Request for Proposals and in the Contract, be selected for the Work in lieu of other requirements of the Contract Documents. Selection may occur prior to commencement of Contract Time, or District may defer for possible selection in the future within [thirty] calendar days after the commencement of Contract Time.
- B. **Owner's Non-Specified Work Allowance:** An Owner's Allowance of \$15,000.00 has been designated and shown as a bid item on the Bid Form. Contractor'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. Funds will be drawn from

Allowance only by approval of the Owner and authorization of Change Orders by the Architect. At closeout of Contract, funds remaining in Allowance will be credited to Owner by Changer Order.

2. District Representative.

District has designated an individual to act as District's Representative(s), who will represent District in performing District's duties and responsibilities and exercising District's rights and authorities in Contract Documents. District may change the individual(s) acting as District's Representative(s), or delegate one or more specific functions to one or more specific District's Representatives. All notices or demands to District under the Contract Documents shall be submitted to the District's Representative at:

Josè D. Nuñez, Vice Chancellor
 Facilities Maintenance & Operations
 3401 CSM Drive, San Mateo, CA 94402
 O: 650.358.6836 F: 650.547.6574
nunezj@smccd.edu

3. RECEIPT OF BIDS. Informal Bids will be received by the District at their office (see paragraph 4 below) **no later than 2:00 p.m. on July 10, 2012.** Informal Bids are to be submitted as follows:

- Email to plan@smccd.edu
- Fax to 650-378-7333
- Mail or Deliver In Person (see paragraph 4 below for location). If mailed, the proposal must be received by the due date (date stamp does not satisfy the deadline requirement).

District will receive Bids from pre-qualified contractors that is clearly labeled with the name and number of the bid. All Bids will be time stamped to reflect their submittal time. District will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this DOCUMENT 00 11 19.

4. BID SUBMISSION. Bidder should mark its Bid envelope as **BID NUMBER CSM 469H, CSM Hillsdale Lots: Storm Drain Upgrade and Slope Repair Project.** Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of District made as part of Bid prior to submission of Bid. Bidder's failure to submit all required documents strictly as required entitles District to reject the Bid as non-responsive.

Bid Submittal address:

San Mateo County Community College District
 c/o Swinerton Management and Consulting
 1700 West Hillsdale Blvd., Building 12 – Room 181
 San Mateo, CA 94402

5. CONTRACTOR QUALIFICATION. Only bidders who have been deemed to be qualified to bid on this project may submit bids. Bids can only be submitted by those A license contractors who have been pre-qualified with the District for 2012, as reflected on the District's website: <http://www.smccd.edu/accounts/smccd/departments/facilities/PrequalCC.shtml>.

6. REQUIRED BID FORMS. All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation Document 00 41 00 (Bid Form), 00 43 13 (Bond Accompanying Bid), Document 00 43 36 (Subcontractors List), Document 00 45 00 (Bidder Certifications), Document 00 45 14 (Key Personnel) and Document 00 45 19 (Non-collusion Affidavit). District will reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Sections. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. District reserves the right to reject any Bid not clearly written.

7. REQUIRED BID SECURITY. Bidders must submit with their Bids either cash, a cashier's check, or certified check from a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to

do business in the State of California, of not less than ten percent of total bid amount of total Bid, including Owner's Allowance if any, payable to District. All Bidders choosing to submit a surety bond must submit it on the required form, Document 00 43 13 (Bond Accompanying Bid). District will reject as non-responsive any Bid submitted without the necessary Bid security.

The District may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of ninety (90) Days after award or full execution of the Contract, whichever first occurs. Upon full execution of the Contract, and upon request by Bidder, District will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.

- 8. REQUIRED SUBCONTRACTORS LIST.** All Bidders must submit with their Bids the required information on all Subcontractors in Document 00 43 36 (Subcontractors List) for those Subcontractors who will perform any portion of the Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings confined in the plans and specifications, in excess of one half of one percent of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.
- 10. MANDATORY PRE-BID CONFERENCE and SITE VISIT.** District will conduct one (1) Mandatory Pre-Bid Conferences and Site Visits, per Document 00 11 13 (Advertisement for Bids). District reserves the right to schedule and organize the Site Visit to minimize congestion and disruption to existing facilities and congestion. Bidders are encouraged to submit written questions in connection with the Site Visit. District will transmit to all parties recorded as having received Bidding documents such Addenda as District in its discretion considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective. Other Pre-Bid Site visits may be scheduled at District's sole discretion, depending on staff availability.
- 11. OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00 52 00 (Agreement), Article 5. Submission of Bid shall constitute Bidder's express representation to the District that Bidder has fully completed these tasks.
- 12. EXISTING DRAWINGS AND GEOTECHNICAL DATA.** Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work) by giving District reasonable advance notice, as well as applicable environmental assessment information (if any) regarding the Project. Document 00 31 19 (Reports, Surveys and Existing Conditions) Reports, Surveys and Existing Conditions) applies to all supplied existing conditions information and geotechnical reports and all other information supplied regarding existing conditions either above ground or below ground. Documents are available for onsite review at the Facilities Planning Offices, 1700 West Hillsdale Blvd., Building 7, San Mateo, CA 94402, or may be accessed through the project web site, <http://sharepoint.smccd.edu/SiteDirectory/CPD/CPD%20Downloads/Forms/AllItems.aspx?RootFolder=%2FSiteDirectory%2FCPD%2FCPD%20Downloads%2FCSM%2FHillsdale%20Lots>
- 13. ADDENDA.** Bidders must direct all questions about the meaning or intent of Bidding Documents to District Representative in writing. Interpretations or clarifications considered necessary by District in response to such questions will be issued by Addenda e-mailed, faxed, or delivered to all parties recorded by District as having received Bidding Documents. Addenda will be written and will be issued to each bidder to the e-mail address or fax number supplied District by Bidder. District may not answer questions received less than Seven Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by District.
 - B. Addenda shall be acknowledged by number with signature in Document 00 41 00 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from District.

- 14. SUBSTITUTIONS.** Bidders must base Bids on products and systems specified in Contract Documents or listed by name in Addenda.
- A. Except as provided in paragraph 14.c below, District will consider substitution requests on for “or equal items.” Bidders wanting to use “or equal” item(s) may submit a Request for Substitution during the bid period. District’s decision shall be conclusive on all Bidders.
 - B. Approved substitutions shall be listed in Addenda and become part of contact Documents.
 - C. Substitutions may be requested after submitting Bids and Award of contract only in accordance with requirements specified in Section 01 60 00 (Product Requirements).
 - 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	Door Closers	LCN
2	Door lockset cores	Schlage
3	Panic door hardware	Von Duprin
4	Window shades	Mechoshade, Levelor
5	Top set base	Burke
6	Carpet	Collins & Aikman
7	Resilient Flooring	Tarkett Linoleum Altro Suprema Armstrong VCT
8	Suspended Acoustical Tile	USG
9	Ceramic Tile	Dal-Tile
10	Paint	Kelly Moore Paints Rustoleum
11	DDC BMS Controls	Schneider Electric
12	Fire Alarm	Siemens MXL fire alarm systems, supplied and installed by the local Siemens Building Technologies, Inc., Hayward direct branch office
13	Irrigation	Hunter Toro
14	Toilet Partitions	Bobrick Sierra
15	Access Controls and Alarm Monitoring System	Group 4 Technologies AMAG, supplied/installed/programmed by NetVersant
16	Surveillance System Platform	ExacqVision, supplied/installed/programmed by NetVersant

- 15. WAGE RATES.** 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 available through the Department of Industrial Relations and are deemed included in the Bidding Documents. See <http://www.dir.ca.gov/dir/databases.html>. Upon request, District will make available copies to any interested party In addition, Contractor shall post the applicable prevailing wage rates at the Site.
- 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. BID OPENING.** District will open all bidders’ envelopes, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.

- 18. DETERMINATION OF APPARENT LOW BIDDER.** Apparent Low Bid will be based solely on the total amount of all Bid items (including any alternates) based on assumptions contained in Document 00 41 00 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).
- 19.** Not used.
- 20. BID EVALUATION.** District may reject any or all Bids and waive any informalities or minor irregularities in the Bids. District also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project. District reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if District believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some work items and enhanced prices for other work items.
- A. In evaluating Bids, District will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, omit prices and other data, as may be requested in Document 00 41 00 (Bid Forms) or prior to the Notice of Award.
 - B. District may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as District deems necessary to assist in the evaluation of any Bid; ability qualifications, financial ability proposed Subcontractors, suppliers, and to establish Bidder's responsibility, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. District shall have the right to consider information provided by sources other than Bidder. District shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
 - C. Discrepancies between the multiplication of units of Work and limit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
 - D. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by the District to increase or diminish the amount of work under any classification as advantages to design or construction needs require.
 - E. District may determine whether a Bidder is qualified in its sole discretionary judgment.
- 21. AWARD.** If the contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Following completion of all required District procedures and receipt of all District approvals, District will issue Document 00 51 00 (Notice of Award) to successful Bidder.
- 22. BID PROTEST.** Any Bid protest must be submitted in writing to the District's offices, before 4:00 p.m. of the fifth (5) day following opening of Bidder's Envelopes.
- 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.
 - C. The protest must include the name, address, and telephone number of the person representing the protesting party.
 - D. Only Bidders who the District otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, District may conduct the same investigation and evaluation as District is entitled to take regarding an Apparent Low Bidder.
 - E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - F. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its

own protest.

- G. Bid protests shall be submitted directly to the district at their offices located at:
 San Mateo County Community College District
 c/o José D. Nuñez, Vice Chancellor, Facilities Planning, Maintenance & Operations
 3401 CSM Drive
 San Mateo, CA 94402

* a copy of this protest shall be sent to Sajid Sulaiman, San Mateo County Community College District, 1700 West Hillsdale Blvd., Building 12 Room 181, San Mateo, CA 94402.

23. POST-NOTICE OF AWARD REQUIREMENTS. After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below.

- A. Submit the following documents to District by 4:00 p.m. of the tenth (10) day following Notice of Award. Execution of Contract by District depends upon approval of these documents:
- 1) Document 00 52 00 (Agreement): To be executed by successful Bidder. Submit two originals, each bearing an original signature.
 - 2) Document 00 61 00 (Construction Performance Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00 61 00 (Construction Performance Bond). Submit one original.
 - 3) Document 00 62 00 (Construction Labor and Material Payment Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00 62 00 (Construction Labor and Material Payment Bond). Submit one original.
 - 4) Insurance certificates and endorsements required by Section 00 71 00 (General Conditions) Article 4. Submit one original set.
 - 5) The Guaranty in the form set forth in Document 00 65 36 (Guaranty). Submit one original, bearing an original signature.
 - 6) Not Used.
 - 7) Not Used.
- B. District shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. District may elect to extend the time to receive performance and labor and material payment bonds.
- C. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles District to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.

24. FAILURE TO EXECUTE AND DELIVER DOCUMENTS. If Bidder to whom contact is awarded shall, within the period described in paragraph 23A of this Document 00 11 19, fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, District may, in its sole discretion, foreclose on Bidder's deposit surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages District may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of District's damages. In addition, upon such failure District may determine the next Apparent Low Bidder and proceed accordingly.

25. MODIFICATION OF COMMENCEMENT OF WORK. District expressly reserves the right to modify the date for the Commencement of Work under the Contact and to independently perform and complete work related to the Project.

26. WITHDRAWAL OF BIDS. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 11 19, only by written request for the withdrawal of Bid filed with the District's representative. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the District to award a contract for the Project, to pay costs incurred in the

preparation of a Bid, or to procure or contract for any goods or services.

27. PUBLIC RECORDS ACT REQUESTS.

- A. Per the Public Records Act, District will make available to the public all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00 11 19, and all subsequent Bid evaluation information. All 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 Bidder. Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and identified as such. Blanket-type identification by designating whole pages or section shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
- B. Upon a request for records regarding this Bid, District shall notify Bidder involved within ten (10) Days from receipt of the request of a specific date when the records will be made available for inspection. If the Bidder timely identifies any impropriety, trade secret, or confidential commercial or financial information that Bidder determines is not subject to public disclosure and requests District to refuse to comply with the records request, Bidder 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. Information disclosed to the District and the attendant submissions are the property of District unless Bidder 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.

28. CONFORMED CONSTRUCTION DOCUMENTS. Following Award of Contract, District will prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing objection, constitute the approved set of Contract Documents.

29. Not used.

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:** Contractor may inspect geotechnical reports and information regarding existing conditions at the Site. These documents are available for review at the project website and copies may be obtained for the cost of reproduction and handling upon Contractor's payment for the costs. These reports, documents and other information, are not part of the Contract Documents. Nevertheless, by submitting a Proposal, Contractor 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 Contract Number CSM 469H:
- A. Parking Lot Expansion drawings D1, D2, D3, D4
Prepared by John Carl Warnecke, AIA
Dated November 1, 1963
 - B. Hillsdale Parking Lot Repairs and Improvement Project
CSM Hillsdale Parking Lots 1 A-C and 1 D-E
Prepared by - CSW/ ST2 and Pankow Special Projects, Ltd.
Dated December 17, 2010
 - C. Limited Geotechnical Investigation: Evaluation of subsurface soil conditions lower level parking lot – western half and other miscellaneous improvements along top of slope – upper level parking lot
Prepared by Advance Soil Technology, Inc.
Dated March 14, 2012

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

- 2.1 Contractor's attention is directed to Document 00 71 00 (General Conditions) including but not limited to, its Article 2 "Proposal Period Investigations" 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 Contractor access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Contractor deems necessary for

submission of a Proposal. Contractor 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 00 11 13 (Advertisement for Bids) and Document 00 71 00 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Contractor shall supply all equipment required to perform any investigations as each Contractor 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

DOCUMENT 00 41 00

**BID FORM
TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID**

To be submitted as part of bid by the time and date specified in Section 001119 Instructions to Bidders, paragraph 1.

TO THE HONORABLE BOARD OF TRUSTEES OF THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: BID NUMBER CSM-469H, CSM HILLSDALE LOTS: STORM DRAIN UPGRADE AND SLOPE REPAIR PROJECT

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the San Mateo County Community College District (“District”) in the form included in the Contract Documents, Section 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Section 00 11 13 (Advertisement for Bids), and Section 00 11 19 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder

- (b) Bidder 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) Bidder has received and examined copies of the following technical specifications on District-provided, Contractor-installed equipment.
 - Not Applicable
 - (d) Bidder 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.
4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items must be filled in completely. The Contract Documents describes the scope of work to be performed under this contract. Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	ALLOWANCE QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	All Work of Contract Documents other than Work separately provided for under other Bid items		[Lump Sum]		\$
2.	[Owner's Allowance]		Stipulated sum	\$15,000.00	\$15,000.00
3.	Allowance: Unit price per cubic yards for import of soil suitable for backfill and compaction. This unit price shall be applied only in the event of import being required due to unforeseen conditions.	300	Cubic yards	\$ (Per 1 Cubic yard)	\$
4.	Allowance: Unit price per cubic yards for removal, offhaul and disposal per applicable codes of extra soil excavated from the project. This unit price shall be applied only in the event of offhaul being required due to unforeseen conditions.	300	Cubic yards	\$ (Per 1 Cubic yard)	\$
5.	Total Bid Amount (Sum of Items 1 – 4)			TOTAL BID SUM	\$

Total Bid Price (in words): _____

5. The low bidder will be determined by the sum of Bid Items #1 through 4.
6. Subcontractors for work included in all Bid items are listed on the attached Document 00 43 36 (Subcontractors List).
7. The undersigned Bidder understands that District reserves the right to reject this Bid.
8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Section 00 41 00 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Section 00 11 19 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Section 00 52 00 (Agreement), Section 00 61 00 (Construction Performance Bond), and Section 00 62 00 (Construction Labor and Material Payment Bond).
9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified 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 form specified in Section 00 11 19 (Instructions to Bidders), in the amount of ten percent (10%) of the total bid amount and made payable to "San Mateo County Community College District".
11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Section 00 71 00 (General Conditions) and to complete all work within the time specified in Section 00 52 00 (Agreement). The undersigned Bidder acknowledges that District has reserved the right to delay or

modify the commencement date. The undersigned Bidder further acknowledges District has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

12. The undersigned Bidder agrees that, in accordance with Section 00 71 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified shall be as set forth in Section 00 52 00 (Agreement).

13. The names of all persons interested in the foregoing Bid as principals are: (IMPORTANT NOTICE: If Bidder or other interested person 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 Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: _____

Licensed in accordance with the act for the registration of Contractors, and with

License Number: _____

Expiration: _____

Where incorporated, if applicable

Principals

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

Signature of Bidder

NOTE: If Bidder 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 Bidder 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.

Business Address:

Officers authorized to sign contracts:

Telephone Number(s):

Fax Number(s):

E-Mail address:

Federal ID Number:

Date of Bid:

END OF DOCUMENT

DOCUMENT 00 43 13

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned _____ as Principal and the undersigned as Surety are held and firmly bound unto the SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT (“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 base Bid, 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 Bid for District Bid Number CSM469H, CSM Hillsdale Lot Storm Drain Upgrade and Slope Repair Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Section 00 11 19 (Instructions to Bidders), then this obligation for the Bid Bond 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 _____, 200__.

(Corporate Seal)

By

Principal

Surety

(Corporate Seal)

By

Attorney in Fact

END OF DOCUMENT

DOCUMENT 00 43 36

**SUBCONTRACTORS LIST
TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID**

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name of Subcontractor and Address	Description of Work: Reference To Bid Items	Subcontractor's License No.

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

DOCUMENT 00 43 45

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
P.C.C. §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ____ day of _____, 200[], by and between the SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT (hereinafter called the "District"), whose address is 3401 CSM Drive, San Mateo, California 94402; _____ ("Contractor"), whose place of business is located at _____; and [District, as escrow agent ...OR... []], a state or federally chartered bank in the State of California, whose place of business is located at _____] ("Escrow Agent").

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

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to Contract Number [] entered into between District and Contractor for CSM Hillsdale Lot Storm Drain Upgrade and Slope Repair Project in the amount of [] dated [] (the "Contract"). Alternatively, on written request of Contractor, District shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify District within ten (10) 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 Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00 43 45.
3. When District makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. Such expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities in event of default by Contractor. 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 Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The

escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to paragraphs 5 through 8, inclusive, of this Document 00 43 45 and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

On behalf of Contractor:

Kathy Blackwood
Executive Vice Chancellor
Or

Signature

Name

Raymond Chow
Chief Financial Officer

Title

3401 CSM Drive
San Mateo, CA 94402

Address

City/State/Zip

On behalf of Escrow Agent:

Title

Name

Signature

Address

City/State/Zip

At the time the Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 43 45.

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

District:

Kathy Blackwood
Executive Vice Chancellor

Signature

or

Raymond Chow
Chief Financial Officer

Signature

3401 CSM Drive
San Mateo, CA 94402

Contractor:

Name
Title

Signature

Address

City/State/Zip

Escrow Agent:

Title

Name

Signature

Address

City/State/Zip

END OF DOCUMENT

DOCUMENT 00 45 00

**BIDDER CERTIFICATIONS
TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID**

The undersigned Bidder certifies to the San Mateo Community College District ("District"), as set forth in sections 1 through 7 below.

1. CERTIFICATE OF NON-DISCRIMINATION

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than 1 final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past 2 years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

3. PREVIOUS DISQUALIFICATIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

4. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

5. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with Section 1776, regarding wage records, and with Section 1777.5, regarding the employment and training of apprentices, of the Labor Code. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, 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 Contractor 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.

7. CERTIFICATION OF STATEMENT OF QUALIFICATIONS

Check and complete one:

_____ There are changes to my Statement of Qualifications submitted to the District on _____, 20__ , which are set forth on Attachment 7, attached hereto.

_____ There are no changes to any items in my Statement of Qualifications submitted to the District on _____, 20__ .

Bidder: _____
[Name of Bidder]

By: _____
[Signature]

Name: _____
[Printed Name]

Its: _____
[Title]

Dated: _____

END OF DOCUMENT

Attachment 7

Changes to Statement of Qualifications

[insert, if applicable]

DOCUMENT 00 45 14

**KEY PERSONNEL
TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID**

The Contractor for the Project has committed the following personnel to the Project. All of these personnel were prequalified with the Contractor (in Contractor's Statement of Qualifications, upon which the Contractor's status of "Prequalified to Bid on Projects with San Mateo County Community College District" is based) except as otherwise indicated. Resumes are attached for all non-prequalified personnel. All non-prequalified personnel are subject to approval from the District. Also, the Contractor acknowledges that any changes from the committed personnel are subject to pre-approval from the District. Contractor understands that Notice to Proceed may not be issued until all applicable personnel have been approved.

Project Manager: _____
(Please print)

Superintendent: _____
(Please print)

END OF DOCUMENT

DOCUMENT 00 45 19

**NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID
PUBLIC CONTRACT CODE §7106**

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

[_____] , being first duly sworn, deposes and says that he or she is [_____] **[Office of Affiant]** of [_____] **[Name of Bidder]**, 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 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, and 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 Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the San Mateo Community College District, 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 _____, 20____

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____

(Seal)

(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture] 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

Dated: _____, 20__

To: _____
(Contractor)

Address: _____

CONTRACT FOR:

BID NUMBER CSM-469H

THE CSM HILLSDALE LOTS: STORM DRAIN UPGRADE AND SLOPE REPAIR PROJECT

You are notified that the Contract Time under the above Contract will commence to start on _____ 20___. Contractor shall achieve Substantial Completion of the entire Work **within 35 days** from the date when the Contract Time commences. Contractor shall achieve Final Completion **within 15 days** from the date of acceptance of Substantial Completion.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information, and comply with all requests of/by **José Nuñez**, the District's safety officer.
2. Submit copies of applicable permits.
3. Submit approved fire protection plan, as required. (Required for all modernization and remodel projects.)
4. Attend preconstruction conference. The preconstruction conference shall be arranged by the Construction Manager.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By : _____
Project Manager Name
Title

END OF DOCUMENT

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR: **THE CSM HILLSDALE LOTS: STORM DRAIN UPGRADE AND SLOPE REPAIR PROJECT**

The Contract Sum of your contract is _____ Dollars (\$_____).

1. Three copies of each of the proposed Contract Documents (except Specifications and Drawings) accompany this Notice of Award. Three 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 Document 00 52 00 (Agreement).
 - b. Deliver to District one original Document 00 61 00 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to District one original Document 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).
 - e. Deliver to District two original copies of Document 00 65 36 (Guaranty), each executed by you.
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 Document 00 51 00, District will return to you one fully signed counterpart of Document 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 Facilities Planning & Operations, 1700 West Hillsdale Blvd., Building 12, Rm 181, San Mateo, CA 94402, to the attention of Sajid Sulaiman.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT ("District")

BY: _____

Josè D. Nuñez
Vice Chancellor of Facilities Maintenance & Operations
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

END OF DOCUMENT

DOCUMENT 00 52 00

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 20____, by and between _____ [Name of Contractor] whose place of business is located at _____, _____ [Address of Contractor] (“Contractor”), and the SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT (“District”) acting under and by virtue of the authority vested in the District by the laws of the State of California.

WHEREAS, District, by action of its Vice Chancellor of Facilities Maintenance & Operations on the _____ day of _____, 2012 awarded to Contractor the following contract:

**BID NUMBER CSM 469H
CSM HILLSDALE LOTS: STORM DRAIN UPGRADE AND SLOPE REPAIR PROJECT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and District agree as follows:

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. District’s Representative, Architect/Engineer and Construction Manager

- 2.1 District has designated José D. Nuñez, Vice Chancellor of Facilities Maintenance & Operations to act as District’s Representative(s), who will represent District in performing District’s duties and responsibilities and exercising District’s rights and authorities in Contract Documents. District may change the individual(s) acting as District’s Representative(s), or delegate one or more specific functions to one or more specific District’s Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each District’s Representative is the beneficiary of all Contractor obligations to District, including without limitation, all releases and indemnities.
- 2.2 District has designated Sajid Sulaiman, Swinerton Management & Consulting, to act as Construction Manager. District may assign all or part of the District Representative’s rights, responsibilities and duties to Construction Manager. District may change the identity of the Construction Manager at any time with notice and without liability to Contractor.
- 2.3 District has designated CSW/Stuber-Stroeh Engineering Group, Inc., to act as Architect/Engineer. District may change the identity of the Architect/Engineer at any time with notice and without liability to Contractor.
- 2.4 All notices or demands to District under the Contract Documents shall be submitted to the District’s Representative at:

José D. Nuñez, Vice Chancellor of Facilities Maintenance & Operations
CSM Hillsdale Lots: Storm Drain Upgrade and Slope Repair Project
3401 CSM Drive
San Mateo, CA 94402

or to such other person(s) and address(es) as District shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

Contractor shall commence Work at the Site on the date established in the Notice to Proceed. District reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Substantial Completion of the entire Work **within 35 days** from the date when the Contract Time commences to run as provided in Section 00 71 00 (General Conditions). Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 00 73 00 Supplemental Conditions **within 15 days** from the date of acceptance of Substantial Completion to run as provided in Section 00 71 00 (General Conditions).

3.2 Liquidated Damages.

District and Contractor recognize that time is of the essence of this Agreement and that District will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed including consequential loss of use and disruption of normal operations within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 11.D of Section 00 71 00 (General Conditions), Contractor and District agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by District because of a delay in completion of all or any part of the Work. Accordingly, District and Contractor agree that as liquidated damages for delay Contractor shall pay District:

3.2.1 **\$100** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

3.2.2 **\$100** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by District resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by District as a result of delay or costs of substitute facilities. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or damages suffered by others who then seek to recover their damages from District (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 District shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows:

[DISTRICT - WILL ENTER FINAL CONTRACT AWARD PRICE HERE]

Article 5. Contractor's Representations

In order to induce District to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, State and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which may appear in the Drawings. Contractor accepts the determination set forth in Section 00 71 00 (General Conditions) of the extent of the information contained in such materials upon which Contractor may be entitled to rely.
- 5.3 Contractor has correlated its knowledge and its review of those items with the terms and conditions of the Contract Documents.
- 5.4 Contractor has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the written resolution thereof through Addenda issued by District is acceptable to Contractor.
- 5.5 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.6 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other 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 Contractor.
- 5.7 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 et seq.

[DISTRICT WILL TYPE IN SUBCONTRACTOR LIST USING TABLE BELOW]

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.

Article 6. Contract Documents

6.1 Contract Documents consist of the following Sections, including all changes, addenda, and modifications thereto:

- Document 00 0101 Title Page
- Document 00 01 10 Table of Contents and List of Drawings
- Document 00 31 19 Reports, Surveys and Existing Conditions
- Document 00 41 00 Bid Form
- Document 00 43 36 Subcontractors List
- Document 00 43 45 Escrow Agreement for Security Deposit in Lieu of Retention
- Document 00 45 00 Bidder Certifications
- Document 00 45 14 Key Personnel
- Document 00 45 19 Non Collusion Affidavit
- Document 00 50 00 Notice to Proceed
- Document 00 51 00 Notice of Award
- Document 00 52 00 Agreement
- Document 00 61 00 Construction Performance Bond
- Document 00 62 00 Construction Labor and Material Payment Bond
- Document 00 65 36 Guaranty
- Section 00 71 00 General Conditions
- Section 00 73 00 Supplementary Conditions

Section 00 73 17	Contractor Provided Insurance
Section 00 91 00	Addenda
Section 01 35 00	Special procedures
Section 01 74 00	Waste Reporting Log Sheets C1, C2, C3, C4

- 6.2 There are no Contract Documents other than those listed in this Document 00 52 00, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in Section 00 71 00 (General Conditions).

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement are defined in Section 00 71 00 (General Conditions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of District or acting as an employee, agent, or representative of District, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*
- 7.4 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor 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 Contractor, without further acknowledgment by the parties.
- 7.5 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 available through the Department of Industrial Relations and are deemed included in the Contract Documents by reference. See <http://www.dir.ca.gov/dir/databases.html> Upon request, District will make available copies to any interested party. Pursuant to Section 1861 of the Labor Code, Contractor 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents. In addition, Contractor shall post the applicable prevailing wage rates at the Site.
- 7.6 Contractor and each of Contractor's subcontractors agrees to complete and verify construction reports on a form prescribed by the Division of the State Architect and to file the reports no less than quarterly during construction as required by Title 24; at the completion of the Work; at the suspension of work for a period of more than one month; whenever the services of Contractor or any of Contractor's subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect.
- 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 County of San Mateo, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in San Mateo County. Contractor accepts the claims procedures established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate the day and year first above written.

DISTRICT:

SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT

CONTRACTOR:

[Contractor's name]

By: _____
Jan Roecks
Director of General Services

By: _____
Signature

END OF DOCUMENT

DOCUMENT 00 61 00

CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated _____, is in the penal sum of _____ [which is one hundred percent of the Contract Price], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction 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 _____ ("Contractor"), _____ ("Surety"), San Mateo County Community College District ("District") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Address

City/State/Zip

Name

Principal Place of Business

City/State/Zip

CONSTRUCTION CONTRACT:

**BID NUMBER CSM-469H
THE CSM HILLSDALE LOTS: STORM DRAIN UPGRADE AND SLOPE REPAIR PROJECT**

at San Mateo, California.

DATED _____, 20__ in the Amount of \$ _____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no District Default, Surety's obligation under this Bond shall arise after:
 - 3.1 District has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

- 3.2 District has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When District has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Construction 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 Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without District's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, and, upon determination by District of the lowest responsible bidder, arrange for a contract to be prepared for execution by District and the contractor 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 Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Sum, then 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 contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with District, determine in good faith its monetary obligation to District under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to District with full explanation of the payment's calculation. If District accepts Surety's tender under this paragraph 4.4, District may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor 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 Surety's liability under paragraph 6, below.
5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from District to Surety demanding that 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 Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the Amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual

damages caused by non-performance of the Construction 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 Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than District or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction 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 there under, 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 Contractor regarding the Construction 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. Communications from District to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to District shall be mailed or delivered as provided in Document 00 52 00 (Agreement). Actual receipt of notice by Surety, District or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from 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 Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
- 12.2 Construction Contract: The agreement between District and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Section 00 71 00 (General Conditions).
- 12.4 District Default: Material failure of District, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction 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

_____ [one hundred percent of the Contract Price], and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction 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 _____ (“Contractor”), _____ (“Surety”), the San Mateo County Community College District (“District”) or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

**BID NUMBER CSM-469H
THE CSM HILLSDALE LOTS: STORM DRAIN UPGRADE AND SLOPE REPAIR PROJECT**

at San Mateo, California.

DATED _____, 20____ in the Amount of \$ _____ (the “Penal Sum”)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor 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 Construction Contract, which is incorporated herein by reference.
2. With respect to District, this obligation shall be null and void if Contractor:
 - 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 Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and

tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no District Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, 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 Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall 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 Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor 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 Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed there under, or materials or equipment to be furnished there under or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. Suit against Surety on this 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. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to District shall be mailed or delivered as provided in Document 00 52 00 (Agreement). Actual receipt of notice by Surety, District or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
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 here from 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, Contractor 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 Contractor or with a Subcontractor of Contractor 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 Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor'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 Construction Contract: The agreement between District and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 13.3 District Default: Material failure of District, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 00 65 36

GUARANTY

TO THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT for construction of

BID NUMBER CSM-469H, THE CSM HILLSDALE LOTS: STORM DRAIN UPGRADE AND SLOPE REPAIR PROJECT, SAN MATEO, CALIFORNIA.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to District for a period of one year following the date of Notice of Completion, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor 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.

If within one year after the date of Final Completion, 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, Contractor shall promptly, without cost to District and in accordance with District's written instructions, correct such defective Work. Contractor 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 Contractor 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. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor 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, Contractor 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.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 01 42 00 (References and Definitions). The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor'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 Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Firm/Company

Signature

Name and Title

Address

City/State/Zip

Date

END OF DOCUMENT

WARRANTY REPORTING LOG FOLLOWS ON NEXT PAGE

EXHIBIT A

WARRANTY REPORTING LOG

THE CSM HILLSDALE LOTS: STORM DRAIN UPGRADE AND SLOPE REPAIR PROJECT

Contract Number **CSM-469H**

To: The San Mateo County Community College District

Attention: Karen Powell

CSM Facilities Operations Manager

Telephone: (650) 574-6577

From: _____

ITEM	WARRANTY LENGTH	WARRANTY START DATE	WARRANTY END DATE	WARRANTY GRANTOR	WARRANTY GRANTOR CONTACT INFORMATION

➤ Complete this log for all work completed as part of contract. The data shall be summarized by warranty grantor and shall be submitted to the District’s Representative as part of the contract closeout.

DOCUMENT 00 71 00

GENERAL CONDITIONS

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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.

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 Contractor, Contractor'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 Contractor or any Subcontractor, sub-Subcontractor or suppliers.

C. Description Of Work

Contractor 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.

2. BID PERIOD INVESTIGATIONS AND SUBCONTRACTORS**A. Investigation Prior To Bidding**

1. Prior to submitting its Bid, Contractor must investigate fully the Work of the Contract. Contractor 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 Bids.
2. Prior to submitting its Bid, Contractor 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. Contractor shall give this notice during the Bid period and submission of a Bid indicates Contractor's agreement that District responded to the notice through Addenda issued by District which is acceptable to Contractor.
4. Prior to submitting its Bid, Contractor 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. Contractor 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.

B. Subcontractors

1. Consistent with Public Contract Code Sections 4101 *et seq.*, Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without District's written approval. At District's request, Contractor shall provide District with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK**A. Award of Contract**

District will make the Award of Contract by issuing a Notice of Award. As a condition to District signing Section 00 52 00 (Agreement), however, Contractor shall deliver to District the executed agreements, forms, bonds and insurance documents required by Section 00 11 19 (Instructions to Bidders) in the required quantities and within the required times.

B. Commencement of Work

The Contract Time will commence upon issuance of Section 00 50 00 (Notice to Proceed), on the date indicated in the Notice to Proceed. Contractor shall not do any Work at the Site prior to Contract commencement.

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

1. At or before the date indicated in Section 00 11 19 (Instructions to Bidders), Contractor shall file with 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 Contractor's Bid 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 Contractor's Bid 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 Bids 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

Insurance 00 73 17 (Insurance) incorporated herein by this reference.

5. DRAWINGS AND SPECIFICATIONS**A. Intent**

1. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor 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.

B. Interpretation of Drawings and Specifications

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Drawings and Specifications prepared by the Architect/Engineer, the matter shall be referred to the Architect/Engineer in writing, with a copy to the Inspector and Project Manager. Architect/Engineer shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Drawings and Specifications as Architect/Engineer 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 Contractor.

C. Standards to Apply Where Specifications are not Furnished

It is provided that the Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are set forth by supplying materials or manufactured articles of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put.

D. Deviation from Specifications and Drawings

1. As set forth in Part 1, Title 24, California Code of Regulations, no modification or deviation from the Contract Documents will be permitted. Contractor must perform Work in strict accordance with Contract Documents. 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 Contractor, 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 Division of the State Architect (DSA) under the procedures prescribed in Section 4-338, Part 1, Title 24, California Code of Regulations.
2. District and/or Architect/Engineer 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 13 of this Document 00 71 00.

E. 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.

F. 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 Contractor'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.

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 "Contractor" in these Contract Documents shall mean the Contractor herein.

7. CONTROL OF THE WORK

A. Subcontractors

Contractor is fully responsible for Contractor's own acts and omissions. Contractor 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 Contractor.

B. Supervision of Work by Contractor

1. Contractor 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. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
2. Contractor 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 Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent or Project Manager shall be as binding as if given to or by Contractor.

8. CONTRACTOR'S ORGANIZATION AND EQUIPMENT

A. Contractor's Legal Address

Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor 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 Contractor'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 Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor'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 Contractor.

B. Contractor's Office At The Work Site

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

C. Contractor's Superintendents Or Forepersons

Contractor 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 Contractor 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: Contractor's And Subcontractors' Employees

1. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If District notifies Contractor 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 Contractor 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. Contractor shall control the conduct of its employees and subcontractors so as to prevent unwarranted interaction initiated by Contractor's employees or subcontractors with individuals, (except those associated with the Project) at the college campus. Any persons behaving inappropriately will be asked to leave the premises and not return
3. Contractor shall comply with the college's smoking policy.
4. The playing of radios, televisions and other portable audio or video players on the Project Site is prohibited at all times.

9. PROSECUTION AND PROGRESS OF THE WORK

A. Contractor To Supply Sufficient Workers And Materials

1. Unless otherwise required by District under the terms of Contract Documents, Contractor 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.

B. Contractor to Not Disrupt District Operation.

1. Contractor 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.
2. Academic Calendar/Events: Contractor is advised to consult District's website for information about the academic calendar. 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.
3. The contractor's materials and equipment shall be confined to the areas in which the contractor is actively engaged and as directed and agreed to by the District's Representative.
4. The contractor shall not park vehicles, store materials or in any other manner block any drive or walkway to the campus or building. Travel lanes and fire lanes shall be kept clear and clean at all times.
5. Care shall be taken in driving vehicles onto school grounds. Any damage to lawns, landscape, etc. shall be repaired at the contractor's expense.
6. All vehicles must have a parking permit displayed on the dashboard. Vehicles not displaying District-provided parking permits may be cited and/or towed at the owner's expense. District's Representative will issue parking permits prior to the start of the job.

10. LEGAL AND MISCELLANEOUS

A. Laws And Regulations

1. Contractor 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 Contractor 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. Contractor 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.

3. Contractor 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

Contractor 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 bid price. Contractor 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. Contractor 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 Contractor 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, Architect/Engineer, 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 Contractor 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, Contractor 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, Architect/Engineer, 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 Contractor, 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 Contractor, Contractor 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, Architect/Engineer 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 Contractor, 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 Contractor fails to perform any of these defense or indemnity obligations, District may in its discretion back charge Contractor 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

District may, with or without cause, order Contractor 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. No adjustment shall be made to extent that the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. In addition, if applicable, Contractor shall receive a time extension for the actual period of time Contractor proves it was delayed by District's order to suspend, delay or interrupt Work.

E. Termination Of Contract For Cause

Contract Termination for Cause: District may declare Contractor in default of Contract Documents and District may terminate Contractor's right to proceed under the Contract Documents for cause, including financial inability, material breach, and/or violation of valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work. If District declares Contractor in default of Contract Documents, Contractor shall have an opportunity to cure such breach within ten (10) Days of the date of notice from District to Contractor 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 Contractor to avail itself of a time period in excess of ten (10) Days, Contractor 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. Contractor must then diligently commence and continue such cure according to the written cure plan. In event of termination for cause, District will immediately serve written notice thereof upon Surety and Contractor. 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 there under), District may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

F. Termination Of Contract For Convenience

Contract Termination for Convenience: District may terminate for convenience performance of the Work under the Contract Documents 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 Contractor 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.

G. 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.

H. 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 Contractor for special, consequential, or incidental damages, except to the limited extent that these contract documents or applicable public contracting statutes may specify their recovery.

I. 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.

J. Ownership Of Results/Works For Hire

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 Contractor 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 Contractor or its Subcontractors or designers under this Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to District. With the prior written approval of District, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

11. MODIFICATIONS OF CONTRACT DOCUMENTS**A. Alterations, Modifications And Force Account Work**

1. 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. Contractor 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).
2. 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.
3. 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 Contractor has not signed it.
4. 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.

C. Compensable Time Extensions

1. Contractor 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.
2. Contractor shall not be entitled to any time extension or compensation, however, for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either District or others.
3. Contractor 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 Contractor'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. 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.

D. Liquidated Damages

1. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor 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. Contractor 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 Contractor 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 (Supplementary 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. Contractor 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 Contractor 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 Contractor 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 Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to District.

12. 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. Contractor shall furnish toilets for use of Contractor'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. Contractor 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. Contractor 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, Contractor 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, Contractor 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. Contractor shall leave the premises clean and ready for occupancy by District at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

B. Protection Of Work, Persons, Property And Operations

1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by District, or required by state, federal or local laws and ordinances. Contractor 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, Contractor 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. Contractor 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.
3. 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 Contractor 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. Contractor 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. Contractor shall comply with all District directions regarding protective clothing and gear.
2. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify District, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard. Contractor shall provide protective clothing and gear to all visitors to the Site.
3. Contractor 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 Contractor has no right of control, within such areas, Contractor 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, Contractor, without special instruction or authorization from District, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by District. Contractor shall give District prompt written notice if Contractor 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 Contractor 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 Contractor'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

Contractor 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, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor 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 Contractor 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. Contractor 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. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
2. Contractor 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 Contractor 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. Contractor shall insert in every subcontract or other arrangement which Contractor 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. Contractor 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. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.
 - a. Contractor 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 Contractor as required by Labor Code Section 1776.
 - (X) Contractor 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) Contractor 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 Contractor 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. Contractor is not subject to a penalty assessment pursuant to this subparagraph due to the failure of a Subcontractor to comply with this subparagraph.

- c. Contractor shall also deliver certified payrolls to District with each Application for Payment as described in Section 01 29 00 (Measurement & Payment).

END OF DOCUMENT

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS**1. SUMMARY**

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

2. SUPPLEMENT TO 11.E Contractor to Locate Underground Facilities

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

3. SUPPLEMENT TO 11.A.4 Prosecution & Progress of the Work

All work shall be coordinated with District Representative by the Contractor so as to mitigate and minimize impact to campus operations. For example (but not limited to), noisy disruptive work shall not be scheduled to occur during final examinations, commencement exercises, etc. Work likely to disrupt campus utility services, including but not limited to utility shut-downs and / or cut-overs shall be scheduled between semesters, over holiday periods or at other times that will insure continuous utility service to support college operational activities.

The College activities and events applicable to this work include at least the following:

Fall Semester day and evening classes begin – August 20, 2012

Fall Semester Finals- December 13 - 19, 2012.

The Contractor is advised to consult the College's website, at <http://collegeofsanmateo.edu/calendar/events/> for any updates to the College activities and events.

4. For this project the Contractor's employee parking area is:

A. Contractor's employee parking in Lot 1 A-C and Lot 1 D-E is to be designate by the Construction Manager.

5. Guaranty. Contractor hereby grants to District for a period of one year following the date of Final Completion, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

A. Correction Period: If within one year after the date of Final Completion, 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, Contractor shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.

6. Insurance. Contractor shall conform to the requirements of Section 00 73 17 Insurance.**7. Apprenticeship Program.** Contractor and Subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts. 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.**8. SUPPLEMENT TO 11.A.1 Modification Procedures.** 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. Only Contractor or District may initiate changes in scope of Work or deviation from Contract Documents.

A. Contractor may initiate changes by submitting RFIs, Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.

B. District may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work. District may also initiate changes in the Work or Contract Time by issuing RFPs to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor. 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.

- C. It is the responsibility of the Contractor 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. Contractor shall submit to District for consideration a Cost Proposal using a form acceptable to 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.
 - D. If District accepts a Cost Proposal, District will prepare Change Order for District and Contractor signatures.
 - E. 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. Contractor shall have seven Days in which to respond to District with a revised Cost Proposal.
 - F. 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 Contractor 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.
- 9. Measurement & Payment.** Payment will be made by District, based on District's observations at the Site and the data comprising the Application for Payment.
- A. Schedule of Values: Within ten (10) Days from issuance of Notice of Award and prior to the Contractor's first Application for Payment, submit a detailed breakdown of its Bid by scheduled Work items and/or activities. Furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown shall be referred to as the Schedule of Values.
 - B. Applications for Payment: Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. Contractor shall submit in a form similar in format to AIA form G702 and G703 an itemized cost breakdown of Contractor's record of Cost of the Work together with supporting data and any certification required by District.
 - 1. If requested by Contractor, progress payments will be made monthly.
 - 2. District will review Contractor'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 Contractor. Contractor shall revise and resubmit.
 - 3. As soon as practicable after approval of each Application for Payment for progress payments, District will pay to Contractor in manner provided by law, an amount equal to 95 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 Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
 - 4. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor 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. District also may elect in its sole discretion to pay progress payments by joint check to Contractor and each Subcontractor having an interest in that progress payment in such amount.
 - 5. 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.
 - 6. Granting of progress payment or payments by District, or receipt thereof by Contractor, 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 Contractor to replace unsatisfactory work or material, though

unsatisfactory character of work or material may have been apparent or detected at time payment was made.

7. When District shall charge sum of money against Contractor 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 Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover District's charges against it, District shall have right to recover balance from Contractor or Sureties.
- C. Substitution of Securities in Lieu of Retention: 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 Contractor, 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 Contractor 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 Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
 2. Alternatively, Contractor may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from District. Pay to each Subcontractor, not later than twenty (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 Contractor.
 3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
 4. Public Contract Code Section 22300 is hereby incorporated in full by this reference.
- D. Final Payment. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, District will pay to Contractor unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, less sums as may be lawfully retained under any provisions of Contract Documents or by law.
1. 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 Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.
 2. Upon submission of final Application for Payment and acceptance of final payment by District, Contractor discharges District, its officers, District's Representative, employees, and consultants of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities, except for any Disputed Claims submitted and unresolved. Contractor shall submit with its final Application for Payment a List of Disputed Claims that are specifically excluded from the release of claims implied with acceptance of final payment; such List of Disputed Claims shall include the claim number, date submitted, description of claim and amount of claim.
- 10. Project Meetings.** Contractor and District shall participate in project meetings, which shall serve to facilitate communication, coordination of the Work with college operations.
- A. Preconstruction Conference. District will call for and administer Preconstruction Conference. Contractor, all major Subcontractors and major suppliers shall attend. Agenda will include but not be limited to: schedules; personnel; vehicle permit procedures; use of premises; location of Contractor's on-site facilities; security; housekeeping; waste reporting; safety; site conduct and procedures; submittal and RFI procedures; inspection and testing procedures; utility shutdown procedures; control and reference point survey procedures; Injury and Illness Prevention Program; Contractor's Initial Schedule; Contractor's Schedule of Values; Contractor's Schedule of Submittals; Contract Administrative Processes (including video and photographic evidence of existing conditions prior to start of all work); Project Directory; Contractor's

Emergency Contact List; and other project specific issues as required. District's Representative will distribute copies of minutes to attendees. Attendees shall have five (5) Workdays to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

- B. Progress Meetings. District will call for and administer Progress Meetings throughout duration of Work as needed to facilitate ongoing communication and coordination of the Work. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, District, and others as appropriate to agenda topics for each meeting. District will prepare meeting agenda and distribute it two (2) Workdays in advance of meeting to Contractor. Agenda will contain the following items, as appropriate: review, revise as necessary, and approve previous meeting minutes; review of Work progress since last meeting; status of schedule, delivery schedules, adjustments; submittal, RFI, and Change Order status; review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents; other items affecting progress of Work; progress billings. The District will record meeting notes. Within two (2) Workdays after the meeting, District will distribute minutes to Contractor though e-mail, who will distribute 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.
- C. Special Meetings. Any party may call special meetings by notifying all desired participants and District five (5) Workdays in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.
- D. Warranty Meeting/Inspection. Eleven months following date of Final Completion of entire Work, Contractor to conduct an inspection with the District, or District's Representative, to review and act upon guarantees/warranties, bonds, and service and maintenance contracts for materials and equipment. Contractor shall implement repair or replacement of defective items, and extend service and maintenance contracts, as desired by District.

11. Schedule: Contractor shall develop a network plan and schedule for the project demonstrating complete fulfillment of all contract requirements, shall keep the network plans up to date and shall utilize the Critical Path Method (CPM) in planning, coordinating, performing and reporting the work under this contract, including all activities of Subcontractors, equipment vendors, and suppliers, and in assisting District and District's Project Manager in monitoring the progress of the Work. Prepare the schedule as a time-scaled CPM network showing continuous flow from left to right. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each work activity in sufficient detail to demonstrate logical planning for the Work and to represent a practical plan to complete the Work within the Contract Time.

- A. Submit an initial contract schedule no later than three (3) days after the Notice to Proceed has been issued. Contractor shall also submit an electronic copy of this document. The initial contract schedule shall include but not be limited to:
 1. A legend of scheduled activities.
 2. Scheduled work activities that clearly indicate the scope of work to be completed.
 3. Major milestones, which are critical to the completion of the work, including but not limited to the following: NTP date; mobilization; coordination review and detailing activities; contractor quality control review activities; substantial completion and contract completion.
 4. Major work activity categories to be included in the Initial Contract Schedule.
 5. Submittals Section, containing submission, review, procurement and delivery of all project materials.
 6. OFCI/OFOI items.
 7. Substantial Completion.
 8. Punch list formulation and correction.
 9. Contractor closeout documentation and training.
 10. Contractor punch list corrective work.
 11. Demobilization and project completion.
 12. Inclement weather days.
 13. Calendar designations identifying all holidays and non-working days.
- B. Once approved by District, Contractor's final contract schedule shall be used by Contractor for executing the Work of the Contract, including planning, organizing and directing the Work, and reporting its progress until subsequently revised. No unilateral changes shall be made to the schedule without the prior approval

- and consent of the District, excepting only the reporting of Actual Start, Actual Finish, and Activity Progress.
- C. Contractor shall submit an updated schedule to District monthly to document actual progress made to date, activities started and completed to date, and the percentage of work completed to date on each activity started but not completed.
- D. Upon completion of the joint review, Contractor shall prepare the updated Baseline Schedule and submit it to District.
- E. Contractor agrees, whenever it becomes apparent from the current updated schedule that the contract completion date will not be met, it will take some or all of the following actions, as approved by District, at no additional cost to District:
 - 14. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work. Also, increase material, equipment and other items as required.
 - 15. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.
 - 16. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
 - 17. The Contractor’s construction schedule shall accommodate any schedule changes required to address neighbor concerns, if any arise during the Work. The District reserves its right to suspend or terminate any portion of the Work to address any neighbor concerns if any arise. The Contractor shall also note that all communication with neighbors shall be only through the District’s designated representative.

12. **Submittals.** Contractor shall submit Submittals to District for review and approval in accordance with accepted Submittal Schedule, in quantities and formats as follows:

Submittal	Contractor 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
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

- A. Submit the Contractor’s Schedule of Submittals, that includes the complete list of submittals for the project, within Ten (10) days of receiving the Notice of Award. Submit all submittals including product data, samples, shop drawings, BMPs or SWPPP (as applicable per contract documents), vibrations control drawings and calculations, quality assurance submittals, within ten (10) days of receiving the Notice to Proceed or earlier as required per Contractor’s Construction schedule, to the District for review and approval. Submit submittals in electronic format, as applicable to the District representative. Submittals shall include all information requested by contract documents. Incomplete submittals will be returned and not reviewed by District.
- B. After review by District or Architect/Engineer or other consultant designated by District, of each of Contractor’s Submittals, one set of material will be returned to Contractor 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.
- C. Make a complete and acceptable Submittal at least by second submission. District reserves the right to deduct monies from payments due Contractor to cover District and Architect/Engineer's additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission.
- D. Favorable review will not constitute acceptance by District of any responsibility for the accuracy, coordination and completeness of the Submittals. District's review will not extend the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
- 13. Special Procedures.** Contractor shall conform to the requirements of Section 01 35 00 Special Procedures.
- 14. Quality Control, Testing and Inspection.**
- A. Contractor'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.
 1. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by District.
 2. 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.
 3. 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. Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time. 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).
 4. Responsibility for Defective Work: Contractor shall have full responsibility for all consequences resulting from defective work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and District and re-Work, and extra time and costs of all types. Contractor 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. District and District's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.
 - B. 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.
 - C. 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 Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.
 - D. 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. Such authorities may include, but are not limited to, the Division of State Architect, Fire Department, and similar agencies. Except for inspections and tests required by the Division of the State Architect, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.

- E. 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 72 hours before the requested inspection date.
 - F. Pay for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:
 - 1. Contractor'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. Contractor submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.
 - G. 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, or any other consultant District designates, Architect/Engineer, Contractor and any agency having jurisdiction (if required by Code).
 - H. 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.
15. **Temporary Utilities and Controls.** Contractor shall keep District property, including buildings, outdoor campus areas including but not limited to roadways and parking lots, clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoils 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.
- A. Temporary Power may be obtained from District at no cost to Contractor, but Contractor must provide all necessary wiring and appurtenances for connection to District's system. Contractor must coordinate point of connection with the District.
 - B. Temporary Water may be obtained from District at no cost to Contractor, but Contractor shall furnish necessary pipe, hose, nozzles, tools and perform all necessary labor to connect to the District's system. 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. Contractor must provide all necessary piping and appurtenances for connection to District's system. Contractor must coordinate point of connection with the District.
 - C. Temporary Sanitary Facilities. Contractor may use District's existing sanitary facilities, unless otherwise noted.
 - 1. If Contractor is to provide temporary sanitary facilities, 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. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.
 - 2. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.
 - 3. If District's existing sanitary facilities will be disrupted by the work of this project, Contractor shall provide adequate temporary sanitary facilities to maintain College's operations during sanitary facility interruptions.

4. Remove temporary sanitary facilities prior to final inspection; clean and repair damage caused by installation or use of temporary sanitary facilities.
5. Temporary Barriers and Enclosures
6. Provide barriers to prevent unauthorized entry to construction areas, and to protect existing facilities and adjacent properties from damage from construction operations.
7. Provide barricades to allow for continued safe use of adjacent College facilities.
8. Remove temporary barriers and enclosures prior to final inspection; clean and repair damage caused by installation or use of temporary sanitary facilities.

16. **Site Security and Safety.** 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. Contractor shall assume overall responsibility for project safety compliance.
- A. Protection: 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. 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.
 - C. Isolate the Project Work Site:
 1. For exterior work- 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.
 2. For interior work - 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.
 3. Contractor shall be responsible for posting, and maintaining, no less than the following construction site signage: CAUTION CONSTRUCTION; HARD HAT AREA; AND KEEP OUT.
 - D. The contractor shall be aware at all times that a portion of the Work is located in close proximity of the property boundary, and adjacent to neighboring properties. The Contractor shall take all measures required to mitigate dust, noise, odor, or light intrusion into adjacent neighborhood properties as a result of construction activities. The contractor shall also take all measures necessary to avoid any loss or damage to adjacent properties, and shall be held responsible for any such loss or damage that may occur.
 - E. Site Security: 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.
 - F. Safety Program: Within ten (10) days after Notice Of Award, submit a Safety Program that includes at a minimum the following 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 as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). 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.

17. **Project Identification and Signage.** Owner may provide three poster-sized, laminated signs, approximately 12 sq. feet, for Contractor to install.
- A. 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.
 - C. Mounting Hardware:
 1. 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.
 2. Use clear tape to secure the signage to surfaces where tie wraps will not work.

18. **Product Requirements.**

- 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. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents. For similar components, provide interchangeable components of the same manufacturer.
- B. Product Options: For products specified only by reference standard, select any product meeting that standard. For products specified by naming one or more products or manufacturers, select products of any named manufacturer meeting specifications. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution.
- C. Product Delivery Requirements: Deliver products in accordance with manufacturer's instructions. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- D. Product Shipping Requirements: 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. 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. Grease and lubricating oil shall be applied to all bearings and similar items. 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.
- E. Product Storage and Handling Requirements: Store products only in staging area. 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. For exterior storage of fabricated products, place on appropriate supports, above ground. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation. Store loose granular materials on solid flat surfaces in a well-drained area. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions. Contractor is to complete, and if necessary develop, maintenance forms for each piece of major equipment installed and/or stored until project close out. Maintenance forms are to document the recommended

preventive maintenance as specified by the manufacturer of the equipment. Each completed form shall document no more than one piece of equipment. The make, model and serial number of each piece of equipment and the date it was purchased and delivered will be noted in the top right corner of each form. Maintenance forms will be completed at least monthly, according to the manufacturers' recommendations, beginning no later than thirty (30) days from purchase/delivery of the equipment. Copies of these maintenance forms are to be submitted with each pay application, matching the date range of the pay application. At project close a complete set of original maintenance forms are to be 3-hole punched, organized chronologically by equipment make, model and serial number, and will be submitted to the District's Representative no more than thirty (30) days after the date of Substantial Completion. See Section 01 10 00 (Summary of Work) for the list of equipment to which this applies.

F. Product Substitutions:

1. Substitution requests must be submitted prior to submission of Contractor's proposal. Substitution requests will not be considered after contract award except when the specified item is not available, due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. Submit a separate Request for Substitution (RFS) 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.
 - G. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor'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).
 - H. 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.
 - I. 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.
 - J. 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.
 - K. District may require Contractor to furnish additional data about the proposed substitute.
2. Consideration of Substitutions: District will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information. District will not consider substitutions which are for the Contractor's convenience, when a substitution:
 - A. Results in delay meeting construction Milestones or completion dates.
 - B. Is indicated or implied on submittals without formal request from Contractor.
 - C. Is requested directly by Subcontractor or supplier.
 - D. Acceptance will require substantial revision of Contract Documents.
 - E. Disrupts Contractor's job rhythm or ability to perform efficiently.
3. District's Acceptance of Substitutions: District will notify Contractor of status of RFS in writing. In the event that District accepts Contractor's RFS, all Contract Document requirements apply to

- Work involving substitutions. Substitute products shall not be ordered without written acceptance of District.
4. Contractor's Representation and Warranty: Contractor's RFS constitute a representation and warranty that Contractor:
 - A. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - B. Will meet or exceed the warranty of the 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. For substitutions made for the contractors convenience the contractor will be responsible for all costs pertaining to substitution request.
 - F. Will pay all costs incurred by the District associated with acceptance of substitutions including, but not limited to design, review and management activities.
 - G. Will be responsible for Construction Schedule slippage due to substitution.
 - H. 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.
 - I. 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.
19. **Cleaning.** Contractor shall keep District property, including buildings, outdoor campus areas including but not limited to roadways and parking lots, clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoils 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.
- A. Progress Cleaning
 1. Contractor shall perform periodic cleaning to ensure that buildings, streets, roadways and other District properties affected by the project are maintained free from accumulation of waste materials, dust, mud, and debris.
 2. All dust, mud, spoils, and construction debris shall be removed daily.
 3. Dispose of all construction debris, dirt and spoils resulting from the Work at sites chosen by Contractor in accordance with applicable local, state, and federal regulations.
 4. Contractor shall estimate, log and submit regular reports to the District, an estimate of quantities of waste materials disposed of for District's compliance with solid waste reduction requirements. Documentation requirements, including the nature of materials, destination, volume and tonnage, shall be submitted monthly, annually and at final completion. Refer to Section 01 74 00 Solid Waste Reporting Log.
 5. Contractor shall take care to mitigate dust during interior renovation activities through proper use of dust controls. Dust controls will include, but not be limited to: dust barricades, walk-off mats, negative air machines and daily custodial clean-up employed by the Contract and at no additional cost to the District
 - B. Final Cleaning
 1. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.
 2. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.
 3. Repair, patch, and touch up marred surfaces to match adjacent finishes.
 4. 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.
 5. 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.
 6. Clean Site; mechanically sweep paved areas.

7. Remove waste and surplus materials, rubbish, and construction facilities from Site.
20. **Contract Closeout.** Contractor shall keep District property, including buildings, outdoor campus areas including but not limited to roadways and parking lots, clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoils 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.
- A. Remove temporary construction facilities. Clean and repair damage caused by installation of temporary facilities. Restore permanent facilities used during construction to specified condition.
- B. **Substantial Completion:** When Contractor 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. Within reasonable time, District's Representative will inspect to determine status of completion. Should District's Representative determine that Work is not Substantially Complete, District will promptly notify Contractor in writing, listing all defects and omissions. 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 Contractor shall pay District's cost of the reinspection. When District's Representative determines that Work is Substantially Complete, District will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by District. 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. 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 Contractor, Contractor will reimburse District for costs associated with these visits. District may enlist Consultants to assist with these activities.
- C. **Final Completion:** Final Completion occurs when Work meets requirements for District's Final Acceptance. When Contractor considers Work is Finally Complete, submit written certification that Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met. Except for Contractor 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. Work is complete and ready for final inspection.
1. 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.
 2. When District's Representative finds 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.
 3. Should District determine that Work is incomplete or defective:
 4. District promptly will so notify Contractor, in writing, listing the incomplete or defective items.
 5. Promptly remedy the deficiencies and notify the District when it is ready for reinspection.
 6. When District determines that the Work is acceptable under the Contract Documents, District will request Contractor to make closeout submittals.
 7. Final adjustments of accounts: Submit a final statement of accounting to District, showing all adjustments to the Contract Sum. If so required, District shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.
 8. Turn in all District-issued personnel identification media, vehicle permits, keys, and other District items issued to Contractor during prosecution of work.
21. **Project Record Documents**
- A. **Record Drawings:** During the construction period, maintain a set of drawings of Contract Drawings and Shop Drawings for Project Record Document purposes. Label each document "PROJECT RECORD" in 2-inch high printed letters. Keep record documents current. 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. Immediately prior to inspection for Substantial Completion, review completed marked-up Project Record Drawings with District to consolidate and ensure accuracy of information.
- B. **Record Specifications:** During the construction period, maintain one copy of the Contract Specifications, including addenda and modifications issued, for Project Record Document purposes. Mark the Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Immediately prior to inspection for Substantial Completion, review completed marked-up Specifications with District to consolidate and ensure accuracy of information.
- C. Prior to Final Completion, submit Project Record Drawings and Specifications to District for District's records.
- D. **Warranties:** Execute contractor's and subcontractor's, supplier's, installer's, manufacturer's warranty or guaranty documents and assemble and submit to the District prior to Final Completion. Contractor shall submit two (2) sets of hard copy warranty documents assembled in 8½ x 11 inch, 3 ring loose-leaf binders. Provide table of contents and binder tabs to identify each warranty document under each section. Contractor shall submit one (1) set of warranty documentation in electronic media format, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy binder tabs.
- E. Prior to Final Completion, Contractor shall compile and submit two (2) sets of Installation, Operation and Maintenance Manuals for every piece of equipment and building operating or electrical system, commissioned or not, with the following formats:
1. 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:
 - E. NAME OF PROJECT (YEAR)
 - F. INSTALLATION, OPERATION AND MAINTENANCE MANUAL
 - G. Sheet Size: 8½ x 11 inch
 - H. 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.
 - I. 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.
 - J. Contents
 - a. Title page, which shall be a duplicate of front binder title
 - b. Table of Contents
 - c. 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.
6. 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.
7. Repair and Replacement: Indicate repair and replacement procedures most likely to be required in the maintenance of the equipment.
8. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
9. 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
10. 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.
11. 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.
12. Supply any special tools required to service or maintain the equipment.
 13. Performance data, ratings and curves.
 14. 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.
 15. Any service contracts issued.
- K. 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.
- L. 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).
- M. Specifications. This section is comprised of the component or system specification section copied and inserted complete with all addenda.
- N. System Description. This section shall include the individual equipment portion of the overall system Design Basis Narrative.
2. 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.

End of Document

SECTION 00 73 17

CONTRACTOR-PROVIDED INSURANCE

- A. At or before the date specified in Section 00 11 19 (Instructions to Bidders), Contractor shall furnish to District satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
1. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Employers Liability Limit shall be not less than \$1,000,000.
 2. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall be not less than **[\$2,000,000]** each occurrence, **[\$4,000,000]** general aggregate limit, and **[\$4,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 3. Excess Liability Insurance, on an "Occurrence" form Coverage should apply and follow form over primary coverages shown above. Limits must apply per any one occurrence and general aggregate annually; and Annual Aggregate Products and Completed Operations. The following are required excess limits of liability:
 - a. \$2,000,000 Bodily Injury and Property Damage Liability
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products and Completed Operations
 4. Contractor's Pollution Liability, on a "Claims Made" or "occurrence"
 - a. \$1,000,000 Each Loss/Annual Aggregate
 5. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury, and **[\$1,000,000]** each occurrence Property Damage.
- B. All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) must have an A. M. Best Company rating of **[A-IX]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.

Required Endorsements:

1. Name San Mateo County Community College District, its Board of Trustees, and their employees, representatives, consultants, agents and Architect/Engineer as additional insured ATIMA (As Their Interest May Appear) on the Commercial General Liability Policy and Automobile Policy but only with respect to liability arising out of the activities of the Named Insured..
2. Commercial General Liability additional insured endorsement shall be ISO version CG 20 10 (11/85 edition) or its equivalent.
3. 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 required under paragraphs A.1, A3 & A6 of this Section 00 73 17.
4. 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.

5. 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.
 6. Insurance certificates shall be addressed to: San Mateo County Community College District, 3401 CSM Drive, San Mateo, 94402, Attention Facilities Planning and Operations Department.
- C. 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, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. 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.
- D. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insured. If Contractor fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- E. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from District under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from District, District may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If District is compelled to pay compensation, District may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse District.
- F. Nothing in this Section 00 73 17 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- G. Except that Subcontractors need obtain only **[\$2,000,000]** of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to District within ten (10) Days of District's request.
- H. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
1. Each Professional shall maintain the following insurance at its sole cost and expense:
 - a. Provided such insurance is customarily required by District when professionals engaged in the profession practiced by Professional directly contract with District, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, with a limit of not less than **[\$1,000,000]** for each claim. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 - b. All insurance required by paragraphs A.1, A.2 and A.6 of this Section 00 73 17. Professional shall satisfy all other provisions of paragraphs A, B, C, D, E and F of this Section 00 73 17 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

END OF SECTION

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
 10. Migratory Bird Nesting 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.

1.13 Migratory Bird Nesting Protection Plan

- a. Conduct tree removal and building demolition outside of the migratory bird nesting season. The typical nesting season for migratory birds in this part of California is April 15 through July 31.
- b. If tree removal or building demolition must take place during the nesting season, these activities shall be preceded by a survey for nesting migratory birds. If bird nests are discovered in the trees or on the buildings, they shall not be removed while the nest(s) are active.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 74 00

SOLID WASTE REPORTING LOG

Name of Project: CSM Hillsdale Lot Storm Drain upgrade and slope repair
Project Number: CSM 469H

To: San Mateo County Community College District
Attention: **Karen Powell**
C/O Sajid Sulaiman
Swinerton Management & Consulting
sulaimans@smccd.edu, PM Telephone: (650) 778 7332, Fax: (650) 378 7333

From: _____

DISPOSAL DATE	NATURE OF MATERIALS DISPOSED	DESTINATION	VOLUME	TONNAGE	% RECYCLED

- A current and up-to-date copy of this log is to be submitted with each Application for Payment.
- A summary report for each calendar year shall be submitted to the District’s Representative by January 31st of each year or at the end of the project as part of the contract closeout. The data shall be summarized by ‘Nature of Materials Disposed’ and ‘Destination’ for the entire calendar year.