

DOCUMENT 00 01 01

PROJECT MANUAL

FOR THE

CAÑADA COLLEGE
B8 MPOE A/C REPLACEMENT PROJECT
DIVISION 0-1 AND SPECIFICATIONS
Informal Bid Number 86637

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

3401 CSM DRIVE
SAN MATEO, CALIFORNIA 94402

ARCHITECT
Bunton Clifford Associates, Inc.
ENGINEER
Interface Engineering

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All project drawings are included at the end of this specification book. Included are:

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- MSK-34 thru MSK-38
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- ESK-33 and ESK-34

END OF DOCUMENT

DOCUMENT 00 11 13

ADVERTISEMENT FOR 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 sealed bids for the award of the contract for the following public work:

INFORMAL BID NUMBER 86637
CAN B8 MPOE A/C Replacement
Cañada College
Redwood City, CALIFORNIA

Each bid must conform to and be responsive to the contract documents and be submitted on a form furnished by the District. Bids can only be submitted by those B licensed contractors who have been pre-qualified with the District, as reflected on the District’s website: Prequalified Construction Contractors – 2011.

DESCRIPTION OF THE WORK. The Work generally consists of the removal of the existing A/C system and its replacement with a dual split system in Building 8 for the IDF MPOE.

The project includes but is not limited to:

- Removal and salvage of the existing split system A/C unit. Unit is to be delivered to Facilities.
- Field verification of existing utilities and structural components; scanning; and coring.
- Furnish and install two new smaller A/C units.
- New anchors and supports.
- Roof penetrations, waterproofing, roof repairs.
- All associated electrical work. Note: the shutdown for electrical work shall occur off-hours. The shutdown will require that an emergency back-up generator be provided to keep the IDF room operational.
- All associated plumbing work.
- Preparing the room and routes for the new piping. Acoustical ceiling work, drywall, and painting.

Bidding documents contain the full description of the Work.

BIDS DUE: Sealed Bids will be received by Swinerton Management & Consulting at their office located at the

College of San Mateo
1700 West Hillsdale Boulevard, Building 12, Room 173
San Mateo, CA

no later than 2:00 PM, on Tuesday, August 2, 2011. Main contact for this project is Gogo Heinrich, telephone (650) 306-3467, and email: heinrichg@smccd.edu.

THIS IS A LABOR AGREEMENT PROJECT: This project is subject to the terms of the Program Stabilization Agreement (PLA) Executed between the San Mateo County Community College District and the San Mateo County Buildings and Trades Council. Copies of the PLA are available on the Web at:

http://www.smccd.edu/accounts/smccd/departments/facilities/PLASMCCCD_01.pdf

LABOR COMPLIANCE: This is a construction project in accordance with Section 1771.5 of the California Labor Code.

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 electronic files of bidding documents from the District's public website <http://www.smccd.edu/accounts/smccd/departments/facilities/CANBusOps.shtml>. Bidders may obtain copies of bid documents upon payment of a non-refundable fee to Elite Reprographics starting Monday, July 18, 8:00 am by calling 415.957.1234 Elite or through their internet website at [http address - http://www.eliterepro.com/public.htm](http://www.eliterepro.com/public.htm). Request "Bid Number 86637, Canada College B8 MPOE A/C Replacement Project" documents for printing. Each pre-qualified contractor may obtain two complete sets of bid documents free of charge from printing company – Elite Reprographics. Documents will also be available in the following Bay Area plan rooms:

Company	Phone
Peninsula Builders Exchange	650-591-4486
Santa Clara Builders Exchange	408-727-4000
McGraw Hill Construction Dodge Reports	877-903-1904

TWO MANDATORY PRE-BID CONFERENCES WILL BE HELD: The first will be at 9:00 AM on Monday, July 18, 2011; the second will be at 9:00 am on Monday, July 25, 2011, both at Canada College. The pre-bid conferences will be held in the conference room of Building 19, followed by a site inspection. Attendance of one of the conferences 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 staff at the pre-bid conference location; or parking permit machines. Doors will be locked 15 minutes after the start time of each conference.

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**

Published: July 15, 2011

END OF DOCUMENT

DOCUMENT 00 11 19

INSTRUCTIONS TO BIDDERS

Bids are requested for a general construction contract, or work described in general, as follows:

THE CAÑADA COLLEGE B8 MPOE A/C REPLACEMENT PROJECT

1. **RECEIPT OF BIDS.** Sealed Bids will be received by the District at their office (see paragraph 2 below) **no later than 2:00 pm, on Tuesday, August 2, 2011.** District will receive Bids from pre-qualified contractors in a sealed envelope 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.

2. **CONTACT INFORMATION:**

Bid Submittal and Mailing address:
San Mateo County Community College District
c/o Swinerton Management & Consulting
1700 West Hillsdale Blvd., Building 12, Room 173
San Mateo, CA 94402

Contact Name: Gogo Heinrich
Telephone: (650) 306-3467
Fax: (650) 378-7333
Email (acceptable for informal communication, but not legal notice): heinrichg@smccd.edu

3. **BID SUBMISSION.** Bidder should mark its Bid envelope as BID FOR THE DISTRICT, BID NUMBER 86637, CAÑADA COLLEGE B8 MPOE A/C REPLACEMENT 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.

4. **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), Document 00 43 10 (Indemnity and Release Agreement), 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.

5. **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 amount of total Bid, including Owner's Allowance, 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.

6. **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.
7. **MANDATORY PRE-BID CONFERENCE and SITE VISIT.** District will conduct two (2) 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.
8. **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.
9. **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 Swinerton Management & Consulting field office, Cañada College, 4220 Farm Hill Boulevard, Building 19, Redwood City, or may be purchased at Reproduction Company- Elite Reprographics by contacting them at [415.957.1234](tel:415.957.1234) or online at <http://www.eliterepro.com/public.htm>.
10. **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 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 address or fax number supplied District by Bidder. District may not answer questions received less than Four (4) 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.
11. **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 15.c below, District will consider substitution requests on for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00 43 25 (Substitution Request Forms) items no later than thirty (15) days after the date of the Notice to Proceed. After that date, the District will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, submittals of substitutions shall contain the information required in Document 00 43 25 (Substitution Request Forms) and set forth in Section 01 60 00 (Product Requirements). Insufficient information will be grounds for rejection of substitution. District shall, within a reasonable period of time after having received a request for substitution, issue in writing its decision as to whether the proposed substitute item is an "or equal" item. District's decision shall be conclusive on all Bidders.

- B. Approved substitutions shall be listed in Addenda and become part of contract 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	Suspended Acoustical Tile	USG
2	Paint	Kelly Moore Paints Rustoleum
3	DDC BMS Controls	Schneider Electric

- 12. **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.
- 13. **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.
- 14. **BID OPENING.** District will open all bidders’ envelopes, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.
- 15. **DETERMINATION OF APPARENT LOW BIDDER.** Apparent Low Bid will be based solely on the total amount of all Bid items based on Document 00 41 00 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).
- 16. **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.

17. 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.

18. 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 Gogo Heinrich, Project Manager, Construction Planning Department

19. 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.
- B. Project Stabilization Agreement Letter of Assent as set forth in Section 01 35 27 (Project Labor Agreement). Submit one original.
- C. 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.

- D. 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.

20. 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.

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

22. 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.

23. 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.

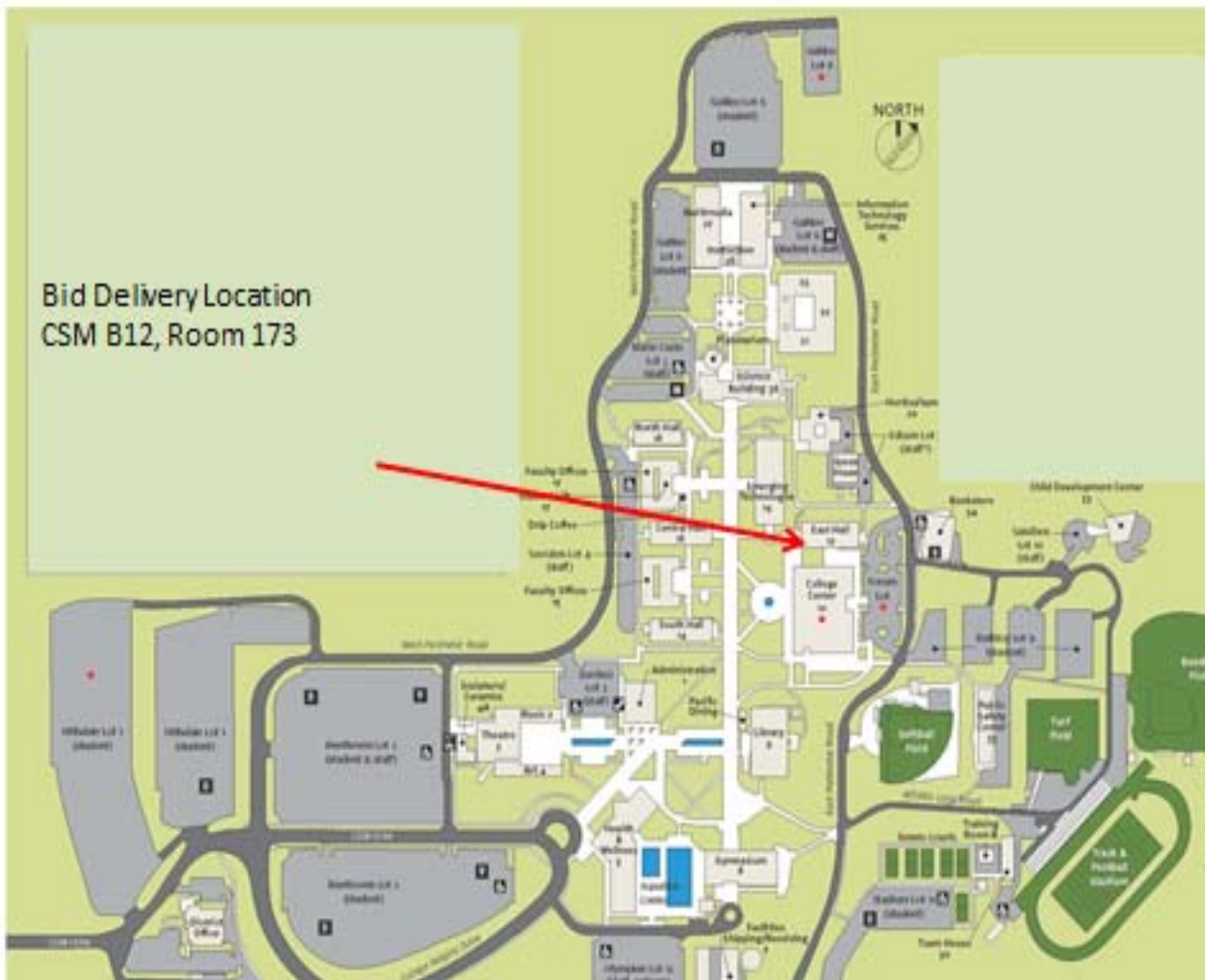
24. CONFORMED CONSTRUCTION DOCUMENTS. Following Award of Contract, District will prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing objection, constitute the approved set of Contract Documents.

25. DEFINITIONS. All abbreviations and definitions of terms used in this Document 00 11 19 are set forth in Section 01 42 00 (References and Definitions).

END OF DOCUMENT

DOCUMENT 00 21 14

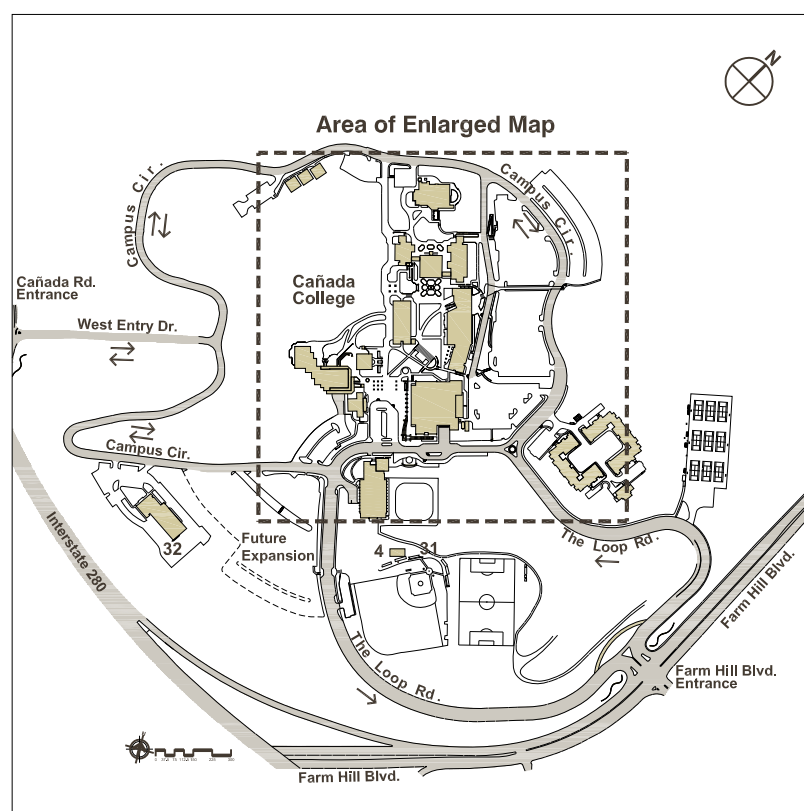
BID SUBMITTAL VICINITY MAP





Cañada Buildings

Building 1	Physical Education and Athletics
Building 2	Bookstore / Lecture
Building 3	Humanities / Arts / Theater
Building 4	Athletic Field Restroom
Building 5	Cafeteria / Health and Wellness Center / Student Activities / Lecture
Building 6	Lecture
Building 7	Facilities Maintenance Center
Building 8	Administration
Building 9	Library and Student Resource Center
Building 12	Pony Espresso Concession Stand
Building 13	Academic / Technical
Building 16	Sciences
Building 17	Lecture
Building 18	Physical and Life Sciences
Building 19	Offices
Building 20	Medical Assisting
Building 21	Lecture
Building 22	Instructional Building
Building 31	Baseball Press Box
Building 32	Facilities Maintenance Center



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 Construction Manager's office located at Canada College, Building 19 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 86637:
- A. As-Built drawings of the MPOE room.

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 00 11 19 (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 86637, THE CAÑADA COLLEGE B8 MPOE A/C REPLACEMENT 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 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. Section 01 10 00 (Summary of Work) describes the scope of work to be performed under this contract. Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	TOTAL
1.	All Work of Contract Documents other than Work separately provided for under other Bid items	\$
2.	Owner's Allowance	\$ 10,000.00
3.	Total Bid Amount (Sum of Items 1 – 2)	\$

Total Bid Price (in words): _____

5. The low bidder will be determined by the sum of Bid Items #1 and 2.
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 of Bid Items 3 (the total of Bid Items 1 and 2) 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 10

INDEMNITY AND RELEASE AGREEMENT

Dated _____

POTENTIAL BIDDER: _____

DISTRICT: SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

SITE: Cañada College

PROJECT: Cañada College B8 MPOE A/C Replacement

In consideration of the above-referenced District's permitting the undersigned potential bidder ("Bidder") to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless District, and its officers, employees, consultants (including without limitation Consulting Architect/Engineer), representatives, and District's Representatives, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of District or by any released and indemnified party.
2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows: A general release does not extend to claims that the creditor does not now or suspect to exist in his favor at the time of executing the release, which if down by him, must have materially affected his settlement with the debtor.
3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 00 31 19 (Reports, Surveys and Existing Conditions)
4. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Section 00 71 00 (General Conditions)
5. Although this Indemnity and Release Agreement is not a Contract document (see Document 00 52 00, Agreement), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project or otherwise.

Name of Bidder

By: _____
Signature

By: _____
Signature

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

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

END OF DOCUMENT

DOCUMENT 00 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 86637, Canada College B8 MPOE Replacement 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 _____, 20__.

(Corporate Seal)

By

Principal

Surety

(Corporate Seal)

By

Attorney in Fact

END OF DOCUMENT

DOCUMENT 00 43 25

SUBSTITUTION REQUEST FORM

To: San Mateo County Community College District

Project: CAÑADA COLLEGE B8 MPOE A/C REPLACEMENT

Contractor: _____

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above project:

<u>Section</u>	<u>Paragraph</u>	<u>Specified Item</u>
_____	_____	_____
_____	_____	_____

Proposed Substitution: _____

The undersigned encloses the information required herein. If this Document 00 43 25 is being submitted by a Bidder wishing to use "or equal" item(s) as provided in Document 00 11 19 (Instructions to Bidders), the undersigned Bidder must also enclose the technical information (other than cost) otherwise required for a post-Award of Contract Request for Substitution ("RFS") under Section 01 60 00 (Product Requirements). However, if this Document 00 43 25 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information required under Section 01 60 00 (Product Requirements).

The undersigned has (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Drawings and Specifications that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

- A. Does the substitution affect dimensions shown on Drawings?

- B. Are the manufacturer's guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.

- C. What effect does the substitution have on other contractors, trades, or suppliers?

D. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

E. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item. The contractor shall be responsible for all engineering, permitting, coordination, construction, and costs to all subcontractors associated with the acceptance of the substitution regardless of when those additional costs are identified.

Submitted by:

Bidder/Contractor
[note applicable]

For Use by District:

_____ Accepted _____ Accepted as Noted

Signature

_____ Not Accepted _____ Received Too Late

Name

By: _____
District's Representative

Date: _____

Address

Remarks: _____

City/State/Zip

Telephone: _____

Date: _____

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 THE CAÑADA COLLEGE B8 MPOE A/C REPLACEMENT 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 50 00

NOTICE TO PROCEED

Dated: _____, 20__

To: _____
(Contractor)

Address: _____

CONTRACT FOR:

BID NUMBER 86637

THE CAÑADA COLLEGE B8 MPOE A/C REPLACEMENT 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 [____] days** from the date when the Contract Time commences. Contractor shall achieve Final Completion within **45** 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.
5. Per Section 01 35 27 (Project Labor Agreement), Contractor shall submit the executed Letter of Assent.

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.: 86637

CONTRACT FOR: CANADA COLLEGE B8 MPOE A/C REPLACEMENT 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

Canada College
Building 9
4220 Farm Hill Boulevard
Redwood City, CA 94061

to the attention of Gogo Heinrich.

SAN MATEO COUNTY COMMUNITY COLLEGE
DISTRICT ("District")

BY: _____
Gogo Heinrich
Senior Project Manager
SWINERTON MANAGEMENT & CONSULTING

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 Board of Trustees on the _____ day of _____, 2011 awarded to Contractor the following contract:

**BID NUMBER 86637
THE CAÑADA COLLEGE B8 MPOE A/C REPLACEMENT 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 the Project Manager from Swinerton Management & Consulting 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 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 BCA 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:

Swinerton Management & Consulting – Construction Manager
1700 W. Hillsdale Blvd, Building 6
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 forty-five (45) 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 01 77 00 (Contract Closeout) within thirty (30) 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 15 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 **\$1,000** for each Day that expires after the time specified herein for Contractor to achieve the Substantial Completion for the entire Work, until achieved.

3.2.2 **\$500** 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:

[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 are identified in Document 00 31 19 (Reports, Surveys and Existing Conditions), or which may appear in the Drawings. Contractor accepts the determination set forth in these Sections and 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.

[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 01 01 Title Page
 - Document 00 01 10 Table of Contents
 - Document 00 01 15 List of Drawings
 - Document 00 31 19 Reports, Surveys and Existing Conditions
 - Document 00 41 00 Bid Form
 - Document 00 43 25 Substitution Request Form (if submitted and approved during bid period)**
 - Document 00 43 36 Subcontractors List
 - Document 00 43 45 Escrow Agreement for Security Deposit in Lieu of Retention (if submitted by contractor)**
 - Document 00 45 00 Bidder Certifications
 - Document 00 45 14 Key Personnel
 - 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
Document 00 65 73	Agreement and Release of Any and All Claims
Section 00 71 00	General Conditions
Section 00 73 00	Supplementary Conditions
Section 00 73 17	Insurance
Section 00 73 37	Apprenticeship Program
Section 00 91 0X	Addendum No. X (if included)
Section 01 10 00	Summary of Work
Section 01 21 00	Allowance
Section 01 26 00	Modification Procedures
Section 01 29 00	Measurement and Payment
Section 01 31 19	Project Meetings
Section 01 32 16	Progress Schedules and Reports
Section 01 32 19	Submittal Procedures
Section 01 35 00	Special Procedures
Section 01 35 27	Project Labor Agreement
Section 01 35 28	Labor Compliance Program
Section 01 41 00	Regulatory Requirements
Section 01 45 23	Testing and Inspection
Section 01 51 00	Temporary Facilities and Controls
Section 01 56 00	Site Security and Safety
Section 01 60 00	Product Requirements
Section 01 74 00	Cleaning
Section 01 76 01	Existing Underground Facilities
Section 01 77 00	Contract Closeout
Section 01 78 39	Project Record Documents

- 6.2 There are no Contract Documents other than those listed in this Document 00 52 00, Article 6. Document 00 31 19 (Reports, Surveys and Existing Conditions), and the information supplied therein, are not Contract Documents. 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 Section 01 42 00 (References and Definitions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance 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 Procedure in Section 00 71 00, Article 12, 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

By: _____
Kathy Blackwood
Executive Vice Chancellor

CONTRACTOR:

[Contractor's name]

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

Name

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

**THE CAÑADA COLLEGE B8 MPOE A/C REPLACEMENT PROJECT
BID NUMBER 86637**

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

Address

City/State/Zip

Name

Principal Place of Business

City/State/Zip

CONSTRUCTION CONTRACT:

**THE CAÑADA COLLEGE B8 MPOE A/C REPLACEMENT PROJECT
BID NUMBER 86637**

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

THE CANADA COLLEGE BLDG 8 MPOE A/C REPLACEMENT 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

Address

Signature

City/State/Zip

Name and Title

Date

END OF DOCUMENT

WARRANTY REPORTING LOG FOLLOWS ON NEXT PAGE

DOCUMENT 00 65 73

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (“Agreement and Release”), made and entered into this [_____] day of [_____] , 20__, by and between the SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT (“District”), and _____ (“Contractor”), whose place of business is at _____.

RECITALS

- A. District and Contractor entered into Contract Number [___] (the “Contract”).
- B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between District and Contractor as follows:

AGREEMENT

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____

- 2. Subject to the provisions of this Agreement and Release, District will forthwith pay to Contractor the sum of \$ _____ Dollars and _____ Cents (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with District as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the Contract, except for the claims described in paragraph 4 of this DOCUMENT 00 65 73. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, District’s Representative and all if its agents, employees, consultants (including without limitation Consulting Engineer), inspectors, representatives, assignees and transferees except for the Disputed Claims set forth in paragraph 4 of this Document 00 65 73. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in paragraph 6 of this Document 00 65 73.
- 4. The following claims are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:

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

[Insert information, including attachment if necessary]

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Document 00 65 73, Contractor hereby releases and forever discharges District, District’s Representative, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless the San Mateo County Community College District, District’s Representative, any of its Representatives, Architects/Engineers, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor’s suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Document 00 65 73.
8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of District shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

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

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
James W. Keller

Its: Executive Vice Chancellor

[CONTRACTOR]

By: _____

Name: _____

Its: _____

END OF DOCUMENT

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 11 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 PARAGRAPH 7.1 GENERAL CONDITIONS, SECTION 00 71 00

For the purposes of this contract [editable] is the District's Representative.

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:

For Canada College projects

Finals- Last week of every semester, December 11 to December 17, 2011.

Olive Festival

Important football games, athletic events.

The Contractor is advised to consult the College's website for any updates to the College activities and events.

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

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

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

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

- a. Parking Lot 5, refer to Section 00 21 15 Project Site Campus Map

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 **[\$5,000,000]** each occurrence, **[\$10,000,000]** general aggregate limit, and **[\$5,000,000]** 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. \$25,000,000 Bodily Injury and Property Damage Liability
 - b. \$25,000,000 General Aggregate
 - c. \$25,000,000 Products and Completed Operations
 4. Contractor's Pollution Liability, on a "Claims Made" or "occurrence"
 - a. \$25,000,000 Each Loss/Annual Aggregate
 5. All-Risk Builders' Risk aka 'Course of Construction' Insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, damage to adjacent buildings, partial or total collapse of structure(s), debris removal, demolition occasioned by enforcement of Laws, water damage, damage caused by frost and freezing in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Each loss shall be borne by Contractor.
 6. 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 **[\$1,000,000]** 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 00 73 37

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.

Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

- A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

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

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

In the event this Contract is governed by the District's Program Stabilization Agreement, and the Program Stabilization Agreement conflicts with this Section 00 73 37, the Program Stabilization Agreement will control to the extent permitted by law.

END OF SECTION

SECTION 01 10 00

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

- A. Section includes summary of Work including:
1. Work Covered By Contract Documents
 2. Bid Items, Allowances, and Alternates
 3. Work Sequence
 4. Business Days and Hours
 5. Cooperation of Contractor and Coordination with Other Work
 6. Maintenance, Product Handling, and Protection
 7. Occupancy/Utilization Requirements
 8. Contractor Use of Premises
 9. Lines and Grades
 10. Protection of Existing Structures and Utilities
 11. Damage to Existing Property
 12. Dust Control
 13. Parking
 14. Laydown/Staging Area
 15. Punch List Verification
 16. Construction Site Access
 17. Specification Data Sheets and Schedules
 18. Site Administration

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work comprises the changing of the air conditioning system to a dual-split system located at:
Building 8, Main Point of Entry (MPOE)
Cañada College
4220 Farm Hill Boulevard
Redwood City, CA 94061
- B. Furnish all labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents. The Work includes the removal of the existing A/C system and its replacement with a dual split system in Building 8 for the IDF MPOE, but is not necessarily limited to the following:
- Removal and salvage of the existing split system A/C unit. Unit is to be delivered to Facilities.
 - Field verification of existing utilities and structural components; scanning; and coring.
 - Furnish and install two new smaller A/C units.
 - New anchors and supports.
 - Roof penetrations, waterproofing, roof repairs.
 - All associated electrical work. Note: the shutdown for electrical work shall occur off-hours. The shutdown will require that an emergency back-up generator be provided to keep the IDF room operational.
 - All associated plumbing work.
 - Preparing the room and routes for the new piping. Acoustical ceiling work, drywall, and painting.
 - Temporary protection of all existing equipment, including taking great care to protect sensitive data/computer/telephone equipment located in the MPOE room, including but not limited to protection from heat, dust, dirt, water, fluids, moisture, or physical contact.

- C. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.
- D. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.
- E. Contractor's use of the premises for Work and storage is limited to the area indicated.
- F. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, etc.) at the Site.
- G. Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated to be salvaged and reused or to remain the property of District. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work.
 - a. Contractor may furnish and install new items instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property.
- H. Existing materials and equipment removed by Contractor shall not be reused in the Work, except where so specified or indicated.
 - a. Salvaged items not to be reused in the Work, but to remain District's property, shall be delivered by Contractor in good condition to District at the Facilities Maintenance Center, 4220 Farm Hill Blvd., Redwood City. Any items specified or indicated to be salvaged which are damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by Contractor in kind or with new items.

1.3 BID ITEMS, ALLOWANCES, AND ALTERNATES

- A. Any Bid Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid Items or prices therefore.
- B. Payment of all items is subject to provisions of Contract Documents, including without limitation Section 01 29 00 (Measurement and Payment).
- C. For all Bid Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Bid Item, or unit of Work, shall be deemed incorporated into the description of each Bid Item.
- D. Descriptions of Lump Sum Items (listed by Bid Item Numbers). Bid items are not intended to be exclusive descriptions of work categories and Bidder shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified:
 - 1. Bonds and Insurance. The lump sum price paid under this item shall be full payment for all Bonds and Insurance required by Document 00 71 00 (General Conditions).
 - 2. Safety Plan and Programs. The lump sum price paid under this item shall be full payment for providing the Safety Plan and programs as required by Section 01 56 00 (Site Security and Safety) and 00 71 00 (General Conditions).
 - 3. Mobilization/Demobilization. The lump sum price paid under this item shall be full payment for initial mobilization at Project commencement (50% to be paid then), and cleanup and demobilization at Final Completion of Work to be completed (50% to be paid then).
 - 4. The lump sum price paid under this item shall be full payment for site preparation, furnishing and installation of the air conditioning equipment, training of District personnel, submittals, and all other general conditions, general requirements, and seismic requirements.
 - 5. Installation, Operation, and Maintenance Manuals, Record Drawings-. The lump sum price paid under this item shall be full payment for preparation of installation, operation, and maintenance manuals.
 - 6. All Work of Contract Documents other than Work separately provided for under other Bid Items. The lump sum price paid under this item shall be full payment for all Work of Contract Documents other than Work separately provided for under other Bid Items, including cleaning, startup, and testing, submittals, and all other general conditions, general requirements, and seismic requirements.
- E. Allowances:
 - 1. Allowance work shall be done as Change Orders and as specified in Section 01 26 00 (Modification Procedures). Identify Allowance Items (See Document 00 41 00 [Bid Form]) work on the Progress Schedules and on Applications for Payment.
 - 2. The Amount given on Document 00 41 00 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form.

3. If the cost of work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of work actually done.
 4. Scope of Allowances: To be determined.
- F. Alternates: N/A.

1.4 WORK SEQUENCE

- A. Construct Work in stages and at times to accommodate District operation requirements during the construction period; coordinate construction schedule and operations with District.
THE CONTRACTOR SHALL BE RESPONSIBLE TO MINIMIZE THE DISUPTION TO THE DISTRICT'S MAIN POINT OF ENTRY FOR THEIR INFORMATION DATA FACILITIES. THE MPOE MUST HAVE ADEQUATE COOLING AT ALL TIMES - PROVIDE BACK-UP GENERATORS AND TEMPORARY COOLING UNITS IF NECESSARY.
- B. The contractor shall propose in writing the work sequence schedule, duration, and proposed "down time" for the MPOE IDF. No work shall proceed until the District gives its written authorization.

1.5 BUSINESS DAYS AND HOURS

- A. The District's Regular Business Days and hours for construction personnel, such as facilities managers, architects, inspectors, and maintenance personnel, are Monday-Friday inclusive, 7:30 a.m. - 4:30 p.m. local time.
- B. Contractor is advised that District, students and faculty are on campuses Monday – Friday, 8:00 a.m. - 10:00 p.m., with generally less activity between 1:00 p.m. and 6:00 p.m., and Saturday 8:00 a.m. – 1:00 p.m.
- C. Contractor may work at the Site on weekends or holidays if it notifies District in writing at least 48 hours in advance. In the case of Work by Contractor after normal working hours or on weekends or holidays, Contractor shall be responsible for any additional inspection costs incurred by the District. Such costs may be withheld from any succeeding monthly progress payment.
- D. See Section 00 73 00 Supplementary Conditions for College Activities and Events which may also result in Contractor's inability to work.
- E. Contractor shall protect facilities against deleterious substances and damage.

1.6 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Coordinate with District and any District forces, or other contractors and forces, as required by Document 00 71 00 (General Conditions), paragraph 6.
- B. Contractor shall coordinate the construction schedule with the regular daily operations schedule of the District and Campus for minimal interruption during utility service installations/modifications. All shut-downs required to perform the work and temporary facilities/utilities to affected District constituencies or other projects shall be coordinated by the Contractor and included in the base scope/cost of the project for normal power service installation.
- C. Noise: Construction activities are to comply with applicable local noise ordinance and applicable Cal-OSHA regulations.
- D. Connections to Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from District or the owning utility prior to undertaking connections.

1.7 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

- A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.
- B. Hazardous substance compliance: Provide District with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.

- C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.
- D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection: Protect all finished surfaces. PROTECT ALL DATA CABLING AND EQUIPMENT.
- F. Cost of maintenance of systems and equipment prior to either Substantial Completion or filing of a Notice of Completion will be considered as included in prices bid and no direct or additional payment will be made therefore.
- G. Maintenance logs and all related contract close-out documentation will be submitted to the District's Representative no more than thirty (30) days after the date of Substantial Completion. A Notice of Completion will not be filed until all contract close-out documents are submitted and approved.

1.8 OCCUPANCY/UTILIZATION REQUIREMENTS

- A. The work under this contract will take place in a full occupied and operational MPOE IDF room.
- B. Possession, use of Work, and placement and installation of equipment by District shall not in any way evidence the completion of the Work or any part of it.
- C. Contractor shall be held responsible for damage to the occupied part of the Work resulting from the Work under this contract.
- D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
 - 2. Make, and District shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. District shall pay for utility cost arising out of occupancy by District during construction.
- E. Use and occupancy by District prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by District.
- F. Prior to date of Final Acceptance of the Work by District, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 71 00 (General Conditions).
- G. Use by District of Work or part thereof as contemplated by this Section 01 10 00 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by District of any of the conditions thereof.
- H. District may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in paragraph 1.6 of this Section 01 10 00, if any, prior to substantial completion of all of the Work. Contractor shall notify District's Representative and Architect/Engineer in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request District to issue a Certificate of Substantial Completion for that part of the Work.

1.9 CONTRACTOR USE OF PREMISES

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

1.10 LINES AND GRADES

- A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.
- B. District shall provide basic horizontal and vertical control points to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.

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

1.11 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

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

1.12 DAMAGE TO EXISTING PROPERTY

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

1.13 DUST CONTROL

- A. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.
- B. Building Interiors: provide dust barriers, walk-off pads, etc. to minimize dust infiltration in buildings. If required, the Contractor will clean interior common areas (e.g., corridors, lobbies) as needed during each work day.

1.14 PARKING

Parking will be provided in designated areas at no cost to the Contractor.

1.15 LAYDOWN/STAGING AREA

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

1.16 PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. 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, at District's discretion, Contractor shall reimburse District for these visits.

1.17 CONSTRUCTION SITE ACCESS

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

1.18 SPECIFICATION DATA SHEETS AND SCHEDULES

Specifications may have data sheets and schedules as part of specific specification sections. Locations for data entries on the data sheets and schedules may be left blank intentionally. Each line where data may be entered on the data sheet has a selection box in the column "Chk". When the box for a line is checked and no data is entered in the respective line, this indicates that no data is required for that line of the data sheet.

Other standard codes which apply to the Work are designated in the Specifications.

1.19 SITE ADMINISTRATION

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

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

END OF SECTION

SECTION 01 21 00

OWNER'S ALLOWANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED SECTIONS

- A. Section 01 29 00 - Measurement and Payment.
- B. Section 01 32 19 – Submittal Procedures.

1.3 NON-SPECIFIED WORK ALLOWANCE

- A. Include in the Contract, a stipulated sum/price of \$10,000.00 (Ten Thousand Dollars) for non-specified items.
- B. 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.
- C. Funds will be drawn from Allowance only by approval of the Owner and authorization of Change Orders.
- D. At closeout of Contract, funds remaining in Allowance will be credited to Owner by Changer Order.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01 26 00

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

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

1.2 GENERAL

- A. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.
- B. Only Contractor or District may initiate changes in scope of Work or deviation from Contract Documents.
 - 1. Contractor may initiate changes by submitting RFIs, Notice of Concealed or Unknown Conditions.
 - 2. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration.
 - 3. District may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.
 - 4. District may initiate changes in the Work or Contract Time by issuing RFPs to 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.
 - 5. District may also, by Construction Change Directive (“CCD”), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by District only.
 - 6. 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.

1.3 PROCEDURES

- A. Cost Proposal and Procedures: Whenever Contractor is required in this Section 01 26 00 to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to District for consideration a Cost Proposal using the form attached to this Section 01 26 00, or other similarly prepared form previously approved by the District. All Cost Proposals must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in paragraphs 1.4 and 1.5 of this Section 01 26 00. After receipt of a Cost Proposal with a detailed breakdown, District will act promptly thereon.
 - 1. If District accepts a Cost Proposal, District will prepare Change Order for District and Contractor signatures.
 - 2. If Cost Proposal is not acceptable to District because it does not agree with cost and/or time included in Cost Proposal, District will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section 01 26 00, Contractor shall have seven Days in which to respond to District with a revised Cost Proposal.
 - 3. When necessity to proceed with a change does not allow the District sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), District may order 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.

- B. Request for Information: Whenever Contractor requires information regarding the Project or Contract Documents or receives a request for information from a Subcontractor, Contractor may (except as provided in paragraph 1.2.B.1.a above), prepare and deliver an RFI to District.
1. District will endeavor to respond within seven Days from receipt of RFI with a written response to Contractor, provided that the RFI complies with paragraph B. above and is time critical. Additionally, District may return RFI requesting additional information should original RFI be inadequate in describing condition. Contractor shall distribute response to all appropriate Subcontractors.
 2. If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.
 3. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to District clarifying original RFI.
 4. If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify District in writing within seven Days after receiving the response. If District disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in Article 12 of Document 00 71 00 (General Conditions), and submit its Claim within 30 days of District's response. If District agrees with Contractor, then Contractor must submit a Cost Proposal within 21 Days of District's response to the RFI. Contractor's failure to deliver either the foregoing notice of Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.
- C. Supplemental Instruction: District may issue Supplemental Instruction to Contractor.
1. If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.
 2. If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then Contractor shall notify District in writing within seven Days after receiving the response. If District disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in Article 12 of Document 00 71 00 (General Conditions), and submit its Claim within 30 days of District's response. If District agrees with Contractor, then Contractor must submit a Cost Proposal within 21 Days of District's response to the RFI. Contractor's failure to deliver either the foregoing notice of Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.
- D. Construction Change Directives: If at any time District believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, District may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to District's CCD within 10 Days.
1. Contractor's response must be any one of following:
 - a. Return CCD signed, thereby accepting District's response, time and cost.
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if District so requests.
 - c. Give notice of intent to submit a Claim as described in Article 12 of Document 00 71 00 (General Conditions), and submit its Claim with 30 days.
 2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Unit prices stated in the Contract Documents or subsequently agreed upon.
 - c. Force account.
 - d. Cost to be determined in a manner agreed.
 3. CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

4. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by District on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. Contractor shall keep and present, in such form as District may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.4 and 1.5 of this Section 01 26 00.
5. Pending final determination of cost to District, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to District for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by District. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- E. District Requested RFP: Contractor shall furnish a Cost Proposal within 21 Days of District's RFP. Upon approval of RFP, District will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, District may either issue a CCD or decide the issue per Article 12 of Document 00 71 00 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.
- F. Differing Site Conditions: Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to paragraph 13.4 of Document 00 71 00 (General Conditions), which shall govern. If District determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.
- G. All Changes:
 1. Documentation of Change in Contract Sum and Contract Time:
 - a. Contractor shall maintain detailed records of Work performed on a time-and-material basis.
 - b. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
 - c. Contractor shall, on request, provide additional data to support computations for:
 - 1) Quantities of products, materials, labor and equipment.
 - 2) Taxes, insurance, and bonds.
 - 3) Overhead and profit.
 - 4) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
 - 5) Credit for deletions from Contract, similarly documented.
 - d. Contractor shall support each claim for additional costs, and for Work performed on a cost-and-percentage basis, with additional information including:
 - 1) Credit for deletions from Contract, similarly documented.
 - 2) Origin and date of claim.
 - 3) Dates and times Work was performed and by whom.
 - 4) Time records and wage rates paid.
 - 5) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

1.4 COST DETERMINATION

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

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

- B. Overhead and Profit: (Overhead shall be as defined in paragraph 1.8 of this Section 01 26 00)
 - 1. Overhead and profit on labor for extra Work shall not exceed 15 percent.
 - 2. Overhead and profit on materials for extra Work shall not exceed 15 percent.
 - 3. Overhead and profit on equipment rental for extra Work shall not exceed 10 percent.
 - 4. When extra Work is performed by a first tier Subcontractor or a Design Professional, Contractor shall receive a 5 percent markup on Subcontractors' or Design Professional's total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed 15 percent.
 - 5. When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of 5 percent markup on the lower tier Subcontractors' total costs of extra Work. First tier Subcontractors and lower tier Subcontractors shall divide the 20 percent markup as mutually agreed.
 - 6. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 25 percent of the direct cost, notwithstanding the actual number of contract tiers.
 - 7. On proposals covering both increases and decreases in Contract Sum, overhead, profit, and commission shall be allowed on the net increase only as determined in paragraph 1.4 above. When the net difference is a deduction, no percentage for overhead, profit and commission shall be allowed, but rather a deduction shall apply.
 - 8. The markup shall include profit and overhead. No markup will be allowed on permits, fees, taxes, insurance, and bonds.
- C. Taxes:
 - 1. All State sales and use taxes, San Mateo County and applicable City sales taxes, shall be included.
 - 2. Federal and Excise tax shall not be included.
- D. Accord and Satisfaction: Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 71 00 no later than 30 days of Contractor's first written notice of its intent to reserve rights.

1.5 COST BREAKDOWN

- A. Labor: Contractor will be paid cost of labor for workers (including forepersons when authorized by District) used in actual and direct performance of extra Work. Labor rate, whether employer is Contractor, Subcontractor or other forces, will be sum of following:
 - 1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 - 2. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph 1.5A.1 of this Section 01 26 00, such as taxes and worker's compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
- B. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
 - 1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to District notwithstanding fact that such discount may not have been taken.
 - 2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.

3. If cost of a material is, in opinion of District, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in paragraph 1.5B.1 of this Section 01 26 00.
- C. Equipment Rental: For Contractor- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by District. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.
1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by District. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
 2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. District will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
 - d. District will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
 3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which District directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and District's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
- D. Work Performed by Special Forces or Other Special Services: When District and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. District must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in paragraph 1.4B of this Section 01 26 00, 15 percent will be added to specialist invoice

price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

1.6 FORCE-ACCOUNT WORK

- A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by District. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.4 and 1.5 of this Section 01 26 00.
- B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between District and Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. District may approve other uses of Force-Account Work.
- C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to District each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made and acknowledged by District.
- D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to District when 75 percent of the NTE amount has been expended.
- E. Force-Account Work shall be paid as extra Work under this Section 01 26 00. Methods of determining payment for Work and materials provided in this paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of District, may properly be classified under items for which prices are otherwise established in Contract Documents.

1.7 DISTRICT-FURNISHED MATERIALS

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

1.8 OVERHEAD DEFINED

- A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:
 1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings
 2. Routine field inspection of Work proposed
 3. General Superintendence, including Project Management or Construction Management services provided by Contractor
 4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary
 5. Computer services
 6. Reproduction services
 7. Salaries of, superintendent, timekeeper, storekeeper and secretaries
 8. Janitorial services
 9. Temporary on-Site facilities, including for any extended periods of Contract Time:
 - a. Offices
 - b. Telephones
 - c. Plumbing
 - d. Electrical: Power, lighting
 - e. Platforms
 - f. Fencing, etc.
 - g. Water
 10. Home office expenses

11. Insurance and Bond premiums
12. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
13. Surveying
14. Estimating
15. Protection of Work
16. Handling and disposal fees
17. Final cleanup
18. Small tools
19. Warranty
20. Other incidental Work

1.9 RECORDS AND CERTIFICATION

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

SAMPLE OF COST PROPOSAL FORM FOLLOWS ON NEXT PAGE

END OF SECTION

COST PROPOSAL (CP)

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

	Contractor	First-Tier Subcontractors			Lower-Tier Subs		Totals
		Sub A	Sub B	Sub C	Sub A1	Sub B1	
LABOR							
Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mark-up							
%	15%	15%	15%	15%	15%	15%	
\$\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor Total Including Taxes							\$ -
MATERIALS							
Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mark-up							
%	15%	15%	15%	15%	15%	15%	
\$\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials Total Including Taxes							\$ -
RENTALS							
Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mark-up							
%	10%	10%	10%	10%	10%	10%	
\$\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals Total Including Taxes							\$ -
DESIGN SERVICES							
Cost	\$ -	\$ -	\$ -	\$ -			\$ -
Mark-up							
%	15%	15%	15%	15%			
\$\$	\$ -	\$ -	\$ -	\$ -			\$ -
Design Services Total							\$ -
SPECIALTY WORK							
Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mark-up							
%	15%	15%	15%	15%	15%	15%	
\$\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specialty Work Total							\$ -
Total All Costs n.i.c. Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractor Mark-up on Sub Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1st Tier Subcontractor Mark-up on Lower-tier Subs					\$ -	\$ -	\$ -
Total All Contractor Mark-ups							\$ -
Total Mark-up as a % of Costs							0.00%
Total Sales Tax							\$ -
GRAND TOTAL							\$ -
Print Name & Title: _____				Signature: _____		Date: _____	

Notes:

1 Contractor figures are to include only self-performed work. Do not include the value of work performed by first or lower-tier subs

COST PROPOSAL (CP)

<p>[] PROJECT/Contract Number []</p> <p>To: The San Mateo County Community College District Attention: [Point of Contact] [Insert POC address] Telephone: (650) [] [Insert POC address] Fax: (650) []</p>	<p>CP Number: _____</p> <p>Date: _____</p> <p>In Response To: (RFP#, etc.) _____</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

From: _____ **REQUESTED CHANGE IN CONTRACT TIME (DAYS)** _____

Brief description of change(s): _____

	Contractor	First-Tier Subcontractors			Lower-Tier Subs		Totals
		Sub A	Sub B	Sub C	Sub A1	Sub B1	
LABOR							
Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mark-up							
%	15%	15%	15%	15%	15%	15%	
\$\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor Total Including Taxes							\$ -
MATERIALS							
Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mark-up							
%	15%	15%	15%	15%	15%	15%	
\$\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials Total Including Taxes							\$ -
RENTALS							
Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mark-up							
%	10%	10%	10%	10%	10%	10%	
\$\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals Total Including Taxes							\$ -
DESIGN SERVICES							
Cost	\$ -	\$ -	\$ -	\$ -			\$ -
Mark-up							
%	15%	15%	15%	15%			
\$\$	\$ -	\$ -	\$ -	\$ -			\$ -
Design Services Total							\$ -
SPECIALTY WORK							
Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mark-up							
%	15%	15%	15%	15%	15%	15%	
\$\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specialty Work Total							\$ -
Total All Costs n.i.c. Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractor Mark-up on Sub Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1st Tier Subcontractor Mark-up on Lower-tier Subs					\$ -	\$ -	\$ -
Total All Contractor Mark-ups							\$ -
Total Mark-up as a % of Costs							0.00%
Total Sales Tax							\$ -
GRAND TOTAL							\$ -

Print Name & Title: _____	Signature: _____	Date: _____
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- Notes:**
- Contractor figures are to include only self-performed work. Do not include the value of work performed by first or lower-tier subs.
 - First-tier subcontractor figures are to include only self-performed work. Do not include the value of work performed by lower-tier contractors.

SECTION 01 29 00

MEASUREMENT & PAYMENT**PART 1 GENERAL****1.1 SUMMARY**

Section includes description of all “payment to complete” requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.2 REFERENCES

- A. California Public Contract Code
- B. Code of Civil Procedures
- C. Government Code
- D. Specification 01320

1.3 SCOPE OF WORK

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

1.4 DETERMINATION OF QUANTITIES

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

1.5 SCOPE OF PAYMENT

- A. Except as otherwise expressly stated in Section 01 10 00 (Summary of Work), payment to Contractor at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents may be adjusted pursuant to any approved Change Order or Construction change directive, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said Work, including all incidental work necessary for completion of the Work.
- B. The Contract Sum shall be deemed to include all costs necessary to complete required Work, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
 - 1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Bid Item until acceptance by District;
 - 2. Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Bid Item.
- C. Whenever it is specified herein that Contractor is to do work or furnish materials in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in

price Bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.

- D. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified in Section 01 10 00 (Summary of Work).
- E. The District may, in its discretion, where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
 - 1. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded warehouse;
 - 2. Full title to the materials and/or equipment shall vest in District at the time of delivery to the Site, bonded warehouse or other bonded storage location;
 - 3. Obtain a negotiable warehouse receipt, endorsed over to District for materials and/or equipment stored in and off-site warehouse. No payment will be made until such endorsed receipts are delivered to District;
 - 4. Stockpiled materials and/or equipment shall be available for District inspection, but District shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;
 - 5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;
 - 6. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
 - 7. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that District has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect District's interest therein, all of which must be satisfactory to District. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. In addition, for each piece of major equipment listed in Section 01 10 00 (Summary of Work) the Contractor is to submit a sample of the maintenance log (See paragraph 1.6.H.11 of Section 01 60 00) that will be used during the project with the Application for Payment.
- F. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.6 BASIS OF PAYMENT

- A. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- B. Allowances: Allowance items (if any) will be paid for as provided in Section 01 10 00 (Summary of Work). Funds authorized for Allowance work will not be released for Contract payments unless District has authorized Allowance work in writing.
- C. District does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of District. No change in Work shall be considered a waiver of any other condition of Contract Documents.

1.7 PROGRESS PAYMENTS

- A. If requested by Contractor, progress payments will be made monthly.
- B. Schedule of Values:
 - 1. 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, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. 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. See Specification 01320. The format and detail of the breakdown shall be as directed by District to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.
2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid Item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by District. Scheduling, record documents and quality assurance control shall be separate line items.
 3. District will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by District, District will accept this Schedule of Values for use. District shall be the sole judge of fair market cost allocations.
 4. District will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to District.
- C. Applications for Payment: Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition:
1. On or before the 20th Day of each month (but after receipt of District's approval of the updated Schedule as required by Section 01 32 16 (Progress Schedules and Reports)), Contractor shall submit to District one copy of an Application for Payment for the cost of the Work put in place during the period from the 1st Day of the previous month to the Last Day of the previous month. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. 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. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
 2. Applications for Payment may include, but are not necessarily limited to the following:
 - a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
 - b. Up to 75 percent of the cost of equipment identified in paragraph 1.5E of this Section 01 29 00 (if any), if purchased and delivered to the Site or stored off Site, as may be approved by District.
 - c. Up to 50 percent of the cost of materials identified in paragraph 1.5E of this Section 01 29 00 (if any), specifically fabricated for the Project that are not yet incorporated into the Work.
 3. At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Contractor has fulfilled all scheduling requirements of Section 00 71 00 (General Conditions) and Section 01 32 16 (Progress Schedules and Reports), including updates and revisions. A responsible officer of Contractor shall execute the certification.
 4. No progress payment will be processed prior to District receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Section 01 32 16 (Progress Schedules and Reports) justifies denying the entire Application for Payment. Should Contractor fail to submit timely or accurate schedule updates the District has the right to impose a Withhold of funds in the amount up to \$10,000 per occurrence until the contractor demonstrates compliance with timely, acceptable and accurate schedule update submittals. In the sole judgment of the District if it is determined that the contractor is not capable of delivering timely and accurate updates these Withheld monies may be converted to a back charge to Contractor to offset the costs to the District associated with providing the schedule update function. See also Section 01 32 16 (Progress Schedules and Reports), paragraph 1.2.J.
 5. If Contractor fails or refuses to participate in work reconciliations or other construction progress evaluation with District, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to District.
 6. Each Application for Payment shall list each Change Order and Construction change directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the

- work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to District.
7. If District requires substantiating data, submit information requested by District, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
 8. With each Application for Payment the following reports and logs shall be submitted:
 - a. Copies of completed maintenance logs for each piece of major equipment listed in Section 01 10 00 (Summary of Work) shall be submitted according to the requirements specified in Section 01 60 00 (Product Requirements).
 - b. Copies of up-to-date Waste Reporting Log per Section 01 74 00 (Cleaning) paragraph 1.2.E.5 Contractor's Application for Payment will be deemed incomplete without these documents.
- D. Progress Payments
1. 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. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
 2. Each Application for Payment may be reviewed by District and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by District pursuant to the Schedule of Values prepared in accordance with this Section 01 29 00.
 3. If it is determined that the Application for Payment is not proper and suitable for payment, District will return it to the Contractor as soon as practicable, but no later than seven (7) Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If District determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then District may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
 4. Pursuant to Public Contract Code Section 20104.50, if District fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, District shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which District exceeds the seven (7) Day return requirement set forth herein.
 5. As soon as practicable after approval of each Application for Payment for progress payments, District will pay to Contractor in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of District, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
 6. Before any progress payment or final payment is due or made, 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.
 7. District reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of District, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.
 8. Granting of progress payment or payments by District, or receipt thereof by 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.
 9. 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.

1.8 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

- A. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
1. At request and expense of 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 in this Section 01 29 00 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, pursuant to the terms of this Section 01 29 00. 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. Enter into escrow agreement with Controller according to Document 00 43 45 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
 5. Public Contract Code Section 22300 is hereby incorporated in full by this reference.

1.9 FINAL PAYMENT

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

1.10 EFFECT OF PAYMENT

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

1.11 CONTINGENCY RESERVE

- A. District will authorize and direct Contractor regarding provisions in this paragraph.
- B. Contingency Reserve Amount: as listed in Document 00 52 00 (Agreement).

- C. District shall determine in its sole discretion which, if any, costs it will authorize in writing to be paid from the Contingency Reserve. Generally, Contingency Reserve will be used only for District-initiated changes in scope of Work of Contract Documents.
- D. Cost shall be determined as for CCD work as provided in Section 01 26 00 (Modification Procedures).
- E. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor on account of Work covered by this Contingency Reserve, and the Contract Sum will be correspondingly adjusted

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 31 19

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

A. Section Includes:

1. Descriptions of the required Project meetings for the Work. These meetings include:
 - a. Preconstruction Conference.
 - b. Weekly Progress Meetings.
 - c. Special Meetings.

1.2 PRECONSTRUCTION CONFERENCE

- A. District will call for and administer Preconstruction Conference at time and place to be announced.
- B. Contractor, all major Subcontractors, Construction Scheduler, and major suppliers shall attend Preconstruction Conference.
- C. Agenda will include, but not be limited to, the following items.
 1. Schedules
 2. Personnel and vehicle permit procedures
 3. Use of premises
 4. Location of the Contractor's on-Site facilities
 5. Security
 6. Housekeeping
 7. Waste Reporting
 8. Safety/Regulatory Agencies
 9. Site Conduct and Procedures
 10. Submittal and RFI procedures
 11. Inspection and testing procedures, on-Site and off-Site
 12. Utility shutdown procedures
 13. Control and reference point survey procedures
 14. Injury and Illness Prevention Program
 15. Contractor's Initial Schedule
 16. Contractor's Schedule of Values
 17. Contractor's Schedule of Submittals
 18. Contract Administrative Processes
 - a. Video tape existing conditions prior to start of all work
 19. Project Directory
 20. Contractor's Emergency Contact List
 21. Other Project Specific Issues as required
- D. 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.

1.3 WEEKLY PROGRESS MEETINGS

- A. District will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by District.
 1. Meetings shall be held at location directed by District.
 2. The District representative will prepare agenda and distribute it two (2) Workdays in advance of meeting to Contractor.
 3. The District will record meeting notes of the Weekly Progress Meeting. 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.
- B. 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.
 - C. Agenda will contain the following items, as appropriate:
 - 1. Review, revise as necessary, and approve previous meeting minutes
 - 2. Review of Work progress since last meeting
 - 3. Status of Construction Work Schedule, delivery schedules, adjustments
 - 4. Submittal, RFI, and Change Order status
 - 5. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
 - 6. Other items affecting progress of Work
 - 7. Progress billings.

1.4 SPECIAL MEETINGS

- A. 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.
- B. At any time during the progress of Work, District shall have authority to require Contractor attend meeting of any or all of the Subcontractors engaged in Work or in other work, and notice of such meeting shall be duly observed and complied with by Contractor.
- C. Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00 71 00 (General Conditions). Contractor shall give District five (5) Workdays written notice of coordination meetings. Contractor shall maintain minutes of coordination meetings. Attendees shall have five (5) Workdays to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

1.5 GUARANTEES/WARRANTIES, BONDS, AND SERVICE AND MAINTENANCE CONTRACTS REVIEW MEETING/INSPECTION

- A. 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. Implement repair or replacement of defective items, and extend service and maintenance contracts, as desired by District.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 32 16

PROGRESS SCHEDULES AND REPORTS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This Section is in addition to the Contract General Conditions and Supplementary General Conditions.
- B. 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 in accordance with the requirements of this section 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.
- C. The CPM schedule shall be prepared using Primavera Project Planner 3.0, Primavera SureTrak 4.0, or Microsoft Project. Equivalency of a proposed substitute CPM program shall be determined by the District.

1.2 SUBMITTALS

- A. Refer to Section 01 32 19 (Submittal Procedures), for procedures.
- B. A “Draft” Contract Schedule shall be submitted no later than the pre-construction kick-off meeting date followed by the Final Contract Schedule submittal based upon District’s comments. Once approved by District, Contract Schedule shall be known as the Baseline Schedule. Contractor shall submit an Updated Contract Schedule whenever the Baseline Contract Schedule does not represent the actual or anticipated progress of the work.
- C. Contractor shall submit submittal schedule to District no later than 10 days following the Notice to Proceed.
- D. Submit one (1) copy in 8 ½” X 11” size of each required schedule and one (1) copy of all required reports. Contractor shall also submit a digital copy of these documents.

1.3 ACCEPTANCE

- A. Acceptance of the Contractor’s Contract Schedule by the District will be a condition precedent to the making of any progress payment for work performed.
- B. The required schedules and reports shall be prepared and submitted for review and approval in accordance with the General Conditions, Supplemental General Conditions and this Section.

1.4 CONTRACT DELIVERABLES

- A. Draft Contract Schedule.
- B. Baseline Contract Schedule:
 - 1. The work activities comprising the Initial Contract Schedule shall be of sufficient detail to ensure adequate planning and execution of the Work and such that the schedules provide an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as a singular task that requires time and resources (manpower, equipment, and/or material) to complete in a continuous operation (excepting submittal activities, review/approval activities, and fabrication and procurement activities). No activity shall be less than one (1) nor more than fifteen (15) days in duration for any on-site operation. All holidays and non-working days shall be identified by way of calendar designations.
- C. Baseline Schedule Updating and Progress Payments:

1. The updated Baseline Schedule shall incorporate all changes mutually agreed upon by Contractor and District during preceding periodic reviews and all changes resulting from approved Change Orders and Field Orders. Unauthorized, unilateral contractor changes to logic or activities shall not be allowed.
2. Acceptance of the updated Baseline Schedule will be a condition precedent to the making of any progress payments for work performed.

D. Reports: Not applicable.

1.7 RESPONSIBILITY FOR COMPLETION

- A. Contractor agrees that at the sole judgment of District, whenever it becomes apparent from the current Baseline 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:
1. Increase construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of District, the backlog of work. Also, increase material, equipment and other items as required.
 2. 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, in the judgment of District, the backlog of work. This paragraph shall not be construed to permit contractor to violate the work hour restrictions specified in the Contract Document.
 3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
Nothing here in will limit any other District rights under the Contract Documents, including without limitation those under Section 00 71 00, paragraph 11.D.3.

1.8 ADJUSTMENT OF TIMES FOR COMPLETION

- A. In addition to provisions of the General Conditions, the time for completion of the Work will be adjusted in accordance with these procedures.
- B. Any request for an adjustment of the Contract Time for completion submitted by Contractor for changes or alleged delays shall be accompanied by a complete Time Impact Analysis, (TIA), which shall be submitted for review within five (5) days after the initial request for time by Contractor. Time extensions will not be granted unless substantiated by the CPM Schedule, and then not until the CPM project float becomes zero. If Contractor fails to submit a TIA within the aforementioned time period, then the Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional contract time.
- C. Each Time Impact Analysis shall provide information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay.
- D. The Time Impact Analysis shall be determined on the basis of the date or dates when the change or changes were issued, or the date or dates when the alleged delay or delays began. The status of the construction project and Time Impact Analysis shall include event time computations for all affected activities including but not limited to work around sequencing, or recovery options to maintain the original Contract completion date.
- E. Time Impact Analyses provided in order to demonstrate the time impact upon the overall project and the time for completion shall be accomplished at no additional cost to District.
- F. If District finds, after review of the Time Impact Analysis, that Contractor is entitled to any extension of time for completion, the time for completion will be adjusted by Change Order issued by District, and Contractor shall then revise the Baseline Schedule accordingly. If District determines that Contractor is not entitled to any extension of time for completion, and Contractor objects to District's determination, Contractor's sole remedy is to file a claim under Section 00 71 00 (General Conditions).

1.9 FINAL AS-BUILT SCHEDULE

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 32 19

SUBMITTAL PROCEDURES**PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes:
1. Description of general requirements for Submittals for the Work:
 - a. Procedures
 - b. Safety Program
 - c. Progress Schedules
 - d. Product Data
 - e. Shop Drawings
 - f. Installation, Operations and Maintenance Manuals
 - g. Project Record Documents

1.2 PROCEDURES

- A. Submit at Contractor's expense, the following items ("Submittals") required by the Contract Documents:
1. Safety Program
 2. Progress Schedules
 3. Product Data
 4. Material Safety Data Sheets
 5. Vibration Control Drawings and Calculations
 6. Shop Drawings
 7. Installation, Operation, and Maintenance Manuals
 8. Project Record Documents
 9. Seismic Submittal Review Forms, where specified in Divisions 2 through 60.
- B. All Shop Drawing, Samples, and product data Submittals shall be submitted within **15 Days** after receipt of Notice to Proceed with Construction from District. In all instances, District may require Contractor to submit any or all Submittals directly to Architect/Engineer for review.
- C. Transmit each item with the appropriate Submittal transmittal form (attached to this Section 01 32 19 as Exhibits A and B). Submittals shall include all information requested by each Specification Section. **(No partial Submittals.)** Incomplete Submittals will be returned and not reviewed by District.
- D. Designation of work "by others," if shown in Submittals, shall mean that work will be responsibility of Contractor rather than Subcontractor or supplier who has prepared Submittals.
- E. 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.
- F. Submission Requirements:
1. Deliver Submittals to District giving sufficient time for more than one review, but in no case less than fifteen (15) Days before dates reviewed Submittals will be needed.
 2. Initial Submittal of Installation, Operation and Maintenance Manuals shall be forty-five (45) Days after the date Submittals that pertain to the applicable portion of the Installation, Operation and Maintenance Manual is satisfactorily reviewed.
 4. Accompany Submittals with Submittal transmittal form, containing:

- a. Date, revision date, and Submittal log number.
 - b. **Project name and District's Contract number.**
 - c. Contractor's name, address, and job number.
 - d. Specification Section number clearly identified.
 - e. The quantity of Shop Drawings, Product Data, or Samples submitted.
 - f. Notification of deviations from Contract Documents.
 - g. Materials Safety Data Sheet (MSDS) for each item complying with OSHA's Hazard Communication Standard 29 CFR 1910.1200.
 - h. Other pertinent data.
5. Submittal shall include:
- a. Date and revision dates.
 - b. Revisions, if any, identified.
 - c. Project Name and Contract number.
 - d. The names of:
 - 1) Contractor, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.
 - e. Identification of product material by location within the Project.
 - f. Relation to adjacent structure or materials.
 - g. Field dimensions, clearly identified as such.
 - h. Specification Section number and applicable detail reference number on the Drawings.
 - i. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.
 - j. A blank space, on each Drawing or data sheet, 5" x 4" for the District's stamp.
 - k. Identification of deviations from Contract Documents.
 - l. Contractor's stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents.
- S. Resubmission requirements:
- 1. Shop Drawings:
 - a. Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.
 - b. Indicate on Shop Drawings any changes that have been made other than those requested by District.
 - 2. Product Data and Samples:
 - a. Submit new Product Data and Samples as required for initial Submittals.
 - 3. Installation, Operation, and Maintenance Manuals:
 - a. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified Schedule of Shop Drawing and Sample Submittals

1.3 SAFETY PROGRAM

- A. Submit Safety Program in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19, in Adobe pdf, to District within the time set forth in Section 01 56 00 (Site Security and Safety), paragraph 1.4. to District. This submittal is for the District's information only.

1.4 PROGRESS SCHEDULE

- A. See Section 01 32 16 (Progress Schedules and Reports) for schedule and report requirements. Section 01 32 16 shall control in any conflict with Section 01 32 19.
- B. Submit in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19, at each of the following times:
 - 1. Initial Progress Schedule as set forth in Section 01 32 16.
 - 2. Original Schedule as set forth in Section 01 32 16.
 - 3. Adjustments to the Schedule as required.
 - 4. Schedule updates monthly, as required.
- C. Submit one electronic copy, in Adobe .pdf, of the reports listed in Section 01 32 16 (Progress Schedules and Reports) with:
 - 1. Initial Schedule
 - 2. Original Schedule
 - 3. Each monthly Schedule update

1.5 PRODUCT DATA

- A. Submit Product Data in quantities and format as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Product or Catalog Data:
 - 1. Manufacturer's standard drawings shall be modified to delete non-applicable data or include applicable data.
 - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data:
 - a. Mark each copy to identify pertinent materials, products, or models.
 - b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
 - c. Include applicable MSDS.
- C. Provide final Project Record Data as described in Section 01 78 39 (Project Record Documents).

1.6 SHOP DRAWINGS

- A. Submit Schedule of Submittals in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Minimum Sheet Size: 8½ inches by 11 inches. All others: Multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.
- C. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.
- D. Include manufacturers' installation instructions when required by Specification Section.
- E. If Contractor submits Shop Drawings for items that Shop Drawings are not specified, District will not be obliged to review them.
- F. Contractor is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.
- G. Shop Drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sectional views as are necessary to clearly show construction detail and methods.

1.7 INSTALLATION, OPERATIONS AND MAINTENANCE MANUALS

- A. Submit Installation, Operations and Maintenance Manuals in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Submit Project Record Documents as required in Section 01 78 39 Project Record Documents.
- C. Contractor shall submit initial copies of the complete IOM manuals for review by the architect/engineer and commissioning agent within 45 calendar days after review of applicable Submittal.
- D. Contractor shall submit final IOM manuals prior to substantial completion.
 - 1. Prior to final completion, the commissioning agent shall review the final IOM manuals (in addition to the initial IOM manuals), and documentation, with redline as-builts, for systems that were commissioned to verify compliance with the specifications. The commissioning agent will communicate, through District, deficiencies in the manuals to the contractor or Architect/Engineer, as requested.
 - 2. Upon successful review of the corrections, the commissioning agent will recommend approval and acceptance of the IOM manuals to District.
 - 3. The commissioning agent will also review each equipment warranty and verify that all requirements to keep the warranty valid are clearly stated. This work does not supersede the Architect/Engineer's review of the IOM manuals according to the Architect/Engineer's contract.

1.8 QUALITY ASSURANCE CONTROL SUBMITTALS

- A. Test Reports:
 - 1. Indicate that material or product conforms to or exceeds specified requirements.
 - 2. Reports may be from recent or previous tests on material or product, but shall be acceptable to District. Comply with requirements of each individual Specification Section.
- B. Certificates:
 - 1. Indicate that material or product conforms to or exceeds specified requirements.
 - 2. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 3. Certificates may be recent or from previous test results on material or product, but shall be acceptable to District.
- C. Manufacturers' Instructions:

1. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
 2. Identify conflicts between manufacturers' instructions and Contract Documents.
- D. Material Safety Data Sheets:
1. In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, submit MSDS for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.
 2. MSDS required for a Submittal shall be submitted with product data in order for the Submittal to be reviewed.

1.9 PROJECT RECORD DOCUMENTS

- A. Submit Project Record Documents in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Submit Project Record Documents listed in Section 01 78 39 Project Record Documents.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

TRANSMITTAL SHEETS AND MAINTENANCE SHEET FOLLOW THIS PAGE

Submittal Transmittal Form

EXHIBIT A
SUBMITTAL
TRANSMITTAL NO. _____

Project Name: _____		Date Received:		
San Mateo County Community College District 3401 CSM Drive San Mateo, CA 94402		Checked By:		
DBE:	To:	Log Page:		
Address:	Address:	Specification Section Number: 1 st Submittal <input type="checkbox"/> Resubmittal <input type="checkbox"/>		
Attention:	Attention:			
Date Transmitted:	Previous Transmittal Date:			
No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks: _____

* The action designated above is in accordance with the following legend:

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A – No Exceptions Taken</p> <p>B – Make Corrections Noted (No Resubmission Required)</p> <p>C. – Make Corrections Noted and Resubmit</p> <p>D – Not Approved</p> <ol style="list-style-type: none"> 1. Not enough information for review 2. No reproducibles submitted 3. Copies illegible 4. Not enough copies submitted 5. Wrong sequence number 6. Wrong re-submittal number 7. Wrong Specification section number 8. Wrong form used 9. See comments | <p>E – District’s review not required</p> <ol style="list-style-type: none"> 1. Submittal not required 2. Supplemental information. Submittal retained for informational purposed only 3. Information reviewed and approved on prior Submittal 4. See comments |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Comments _____

Distribution: Contractor File IOR District CM Other

EXHIBIT B
INSTALLATION, OPERATION, AND MAINTENANCE MANUAL
TRANSMITTAL NO. _____

Project Name:		Date Received:		
San Mateo County Community College District 3401 CSM Drive San Mateo, CA 94402		Checked By:		
DBE:	To:	Log Page:		
Address:	Address:	Specification Section Number:		
Attention:	Attention:			
Date Transmitted:	Previous Transmittal Date:			
No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks:

* The action designated above is in accordance with the following legend:

- A – No exceptions taken
- B – Make Corrections Noted (No Resubmission Required)
- C. – Make Corrections Noted and Resubmit
- D – Not Approved– this manual Submittal is deficient in the following area:
 - 1. Equipment record sheets
 - 2. Functional description
 - 3. Assembly, disassembly, installation, alignment, adjustment, and checkout instructions
 - 4. Operating instructions

- D – (continued)
 - 5. Lubrication and maintenance instructions
 - 6. Troubleshooting guide
 - 7. Parts list and ordering instructions
 - 8. Organization (indexing and tabbing)
 - 9. Wiring diagrams and schematics specific to installation
 - 10. Outline, cross section, and assembly diagrams
 - 11. Test data and performance curves
 - 12. Tag or equipment identification numbers
 - 13. See comments

Comments

			By		Date	
Distribution:	Contractor <input type="checkbox"/>	File <input type="checkbox"/>	IOR <input type="checkbox"/>	District <input type="checkbox"/>	CM <input type="checkbox"/>	Other <input type="checkbox"/>

SECTION 01 35 00

SPECIAL PROCEDURES (CAÑADA COLLEGE)**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. Traffic Control Plan

1.2 Submittals

- A. See Section 01 32 19 (Submittal Procedures).
- B. Non-hazardous waste manifests "if applicable."
- C. Facility weight tickets "if applicable."
- D. Spill Prevention, Control, and Countermeasure Program.

1.3 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.

1.4 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.

1.5 Traffic Control Plan

- A. 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. Locate all stationary equipment as far away as possible from areas used heavily by vehicles, bicyclists, and pedestrians.
 - 3. Notify and consult with emergency service providers and provide emergency access by whatever means necessary to expedite and facilitate the passage of emergency vehicles.
 - 4. Prohibit construction worker parking in residential areas.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 35 27

PROJECT LABOR AGREEMENT

1.01 GENERAL

The San Mateo County Community College District Board of Trustees has approved a Program Stabilization Agreement for this project. The Contractor and all subcontract forces are to comply with the requirements set forth in the executed Project Stabilization Agreement. It is the responsibility of the Contractor and the subcontractors to adhere to the requirements set forth in the Agreement and to comply with its provisions. Any costs for compliance with the Project Stabilization Agreement are to be included in the Contractor's Bid price. Copies of the signed Program Stabilization Agreement are available from the District's Construction Planning Department at 650-358-6785 or on the District's website at:

<http://www.smccd.edu/accounts/smccd/departments/facilities/Community.shtml>

Click on Project Labor Stabilization Agreement.

1.02 List of Projects covered under Program Stabilization Agreement

- A. Cañada College
 - 1. Building 3, Phase 1 Modernization
 - 2. Building 17 Modernization
 - 3. Cañada Buildings 16/18 Modernization
 - 4. Cañada Building 7 New Facilities Maintenance Center
 - 5. Cañada Buildings 5/6 Modernization
 - 6. Cañada Building 1 Gym Modernization
 - 7. Cañada Building 13 Modernization
 - 8. Cañada Gateways, Circulation & Parking Project
 - 9. Cañada Building 8 Phase 2 Modernization
- B. College of San Mateo
 - 1. Building 35 Regional Public Safety Center
 - 2. Building 18 Seismic Upgrade and Modernization
 - 3. Building 36 Integrated Science Center
 - 4. Buildings 1, 5 & 6 Modernization
 - 5. CSM CIP2 Design-Build Project
 - 6. Buildings 2,4 Modernization
 - 7. Buildings 14,16 Modernization
 - 8. Building 8 Gym Modernization
 - 9. Building 12/15/17/34 Modernization
 - 10. Building 9 Renovation
 - 11. North Gateway Project
- C. Skyline College
 - 1. Student Union/Science Annex
 - 2. Building 3, 7 & 8 Modernization
 - 3. Skyline Building 7 Allied Health Renovation
 - 4. Building 30 Replacement Facilities Maintenance Center
 - 5. Skyline College CIP2 DB Project
 - 6. Building 1 Modernization
 - 7. Building 2 Modernization Phase 3
 - 8. Corporation Yard
- D. Districtwide
 - 1. Utility & Infrastructure Upgrades - TBD

END OF SECTION

Exhibit A
Letter of Assent

Date: _____

Board of Trustees
San Mateo County Community College District
3401 CSM Dr.
San Mateo, CA 94402

Re: Cañada College, B8 MPOE A/C Replacement
Project Stabilization Agreement – Letter of Assent

Dear Board of Trustees:

The undersigned party confirms that it agrees to be a party to and bound by the Cañada College, B8 MPOE A/C Replacement Project, Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the (Name of Project). The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California State License Number: _____

Name and Signature of
Authorized Person:

(Print Name)

(Title)

(Signature)

(Telephone Number)

(Facsimile Number)

SECTION 01 41 00

REGULATORY REQUIREMENTS**PART 1 GENERAL****1.1 SUMMARY**

- A. Section includes: regulatory requirements applicable to Contract Documents.
- B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of bids, except as may be otherwise specifically stated in the Contract Documents.
- C. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a change order detailing and specifying the required Work shall be submitted to and approved by District before proceeding with the Work.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements. The listing of applicable codes, laws, and regulations for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Specifications occurs, the most stringent requirements shall be used.
- B. Conform to referenced codes, laws, ordinances, rules and regulations.
- C. Precedence:
 - 1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
 - 2. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Drawings and Specifications shall take precedence so long as such increase is legal.
 - 3. Where no requirements are identified on Drawings or in Specifications, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

1.3 CODES

- A. Codes that apply to Contract Documents include, but are not limited to, the following:
 - 1. CBC (Part 2, Title 24, CCR, including, without means of limitation, Sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)
 - 2. CEC (Part 3, Title 24, CCR)
 - 3. CMC (Part 4, Title 24, CCR)
 - 4. CPC (Part 5, Title 24, CCR),
 - 5. State Elevator Safety Regulations (Part 7, Title 24, CCR)
 - 6. UBC
 - 7. UPC
 - 8. UMC
 - 9. NEC

1.4 LAWS, ORDINANCES, RULES, AND REGULATIONS

- A. During prosecution of Work to be done under Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
 - 1. Federal
 - a. Americans with Disabilities Act of 1990
 - b. 29 CFR, Section 1910.1001, Asbestos

- c. 40 CFR, Subpart M, National Emission Standards for Asbestos
 - d. Executive Order 11246
 - e. Federal Endangered Species Act
 - f. Clean Water Act
2. State of California
 - a. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
 - b. California Public Contract Code
 - c. California Health and Safety Code
 - d. California Government Code
 - e. California Labor Code
 - f. California Civil Code
 - g. California Code of Civil Procedure
 - h. CPUC General Order 95, Rules for Overhead Electric Line Construction
 - i. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
 - j. Cal/OSHA
 - k. OSHA: Hazard Communications Standards
 - l. California Endangered Species Act
 - m. Water Code
 - n. Fish and Game Code
 3. State of California Agencies
 - a. State and Consumer Services Agency
 - b. Office of the State Fire Marshall
 - c. Office of Statewide Health Planning and Development
 - d. Department of Fish and Game
 - e. Bay Area Air Quality Management District
 - f. San Francisco Bay Regional Water Quality Control Board
 - g. Division of the State Architects
 4. Local Agencies:
 - a. San Mateo Fire District (College of San Mateo); Woodside Fire District (Cañada College); San Bruno Fire District (Skyline College)
 - b. Regional Water Quality Control Board requirements for storm water runoff control
 5. Other Requirements:
 - a. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
 - b. References on Drawings or in Specifications to “code” or “building code” not otherwise identified shall mean the codes specified in this Section 01 41 00, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.
- B. Have access to all of the foregoing within 24 hours.
- C. Other Applicable Laws, Ordinances and Regulations:
1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project.
 2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
 3. Where such laws, ordinances rules, and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to the time of opening of the bids.
- D. Under California Government Code Section 930.2 et. seq. and Public Contract Code Section 7105(d)(2), neither the Contract Claims Procedure (Section 00 71 00, Article 12) nor the Change Order Procedure (Section 01 26 00 Modification Procedures) may be modified, waived, or otherwise not complied with, absent a written change order that explicitly and expressly makes such modifications.

1.5 CONFLICTS

- A. Between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.
- B. Between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

1.6 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

- A. The California Public Contract Code specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.
1. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by District. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Section 00 71 00 (General Conditions) and be submitted in compliance with all requirements of Section 00 71 00 (General Conditions), paragraph 12. Separate Claims which total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
 2. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in claim in compliance with Contract Documents claim submission requirements.
 3. Caution. This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.
- B. Procedure:
1. The Claim must be in writing, submitted in compliance with all requirements of Section 00 71 00 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Section 00 71 00 (General Conditions), paragraph 12. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Section 00 71 00 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.
 2. For Claims of fifty thousand dollars (\$50,000) or less
 - a. District shall respond in writing within forty-five (45) days of receipt of the Claim, or
 - b. District may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims District may have against Claimant.
 - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of District and Claimant.
 - 2) District's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 3. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000:
 - a. District shall respond in writing within sixty (60) days of receipt of the Claim, or
 - b. District may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims District may have against Claimant.
 - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of District and Claimant;
 - 2) District's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 4. Meet and Confer:
 - a. If Claimant disputes District's written response, or District fails to respond within the time prescribed above, Claimant shall notify District, in writing, either within fifteen (15) days of receipt of District's response or within fifteen (15) days of District's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand District will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
 - b. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2

(commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth in paragraph 12 of Section 00 71 00 (General Conditions), until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

1.7 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

- A. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 45 23

TESTING AND INSPECTION**PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Contractor's Quality Control
- B. Quality of the Work
- C. Inspections and Tests by Division of State Architect
- D. Inspections and Tests by Serving Utilities
- E. Inspections and Tests by Manufacturer's Representatives
- F. Inspections by Independent Testing and Inspection Agency
- G. Additional Testing and Inspection

1.2 CONTRACTOR'S QUALITY CONTROL

- 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.
- B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of Drawings and Specifications, including, by reference, all codes, laws, rules, regulations, and standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.
- C. Quality Control Personnel: Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

1.3 QUALITY OF THE WORK

- A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.
- B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as shown on or required by Contract Documents.
- C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by District.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.
- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Secure District's advanced written consent. Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
- F. Verification of Quality: Work shall be subject to verification of quality by District in accordance with provisions of the Contract Documents.
 - 1. Cooperate by making Work available for inspection by Division of State Architect Inspector and independent testing and inspection agencies.
 - 2. Such verification may include mill, plant, shop, or field inspection as required.
 - 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
 - 4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by District.

5. Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.
- G. Observations by District's Consultants: Periodic and occasional observations of Work in progress will be made by District and District's consultants as deemed necessary to review progress of Work and general conformance with design intent.
- H. Limitations on Inspection, Testing and Observation: Neither employment of independent testing and inspection agency nor observations or tests by District and District's consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.
- I. District's Acceptance and Rejection of Work: District reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications, or otherwise defective.
- J. Correction of Defective Work: Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.
- K. Contract Adjustment for Defective Work: Should District determine that it is not feasible or in District's interest to require defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between District and Design-Build Entity, and documented in the form of a contract change order. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of Document 00 71 00 (General Conditions).
- L. Non-Responsibility for Defective Work: District and District's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.
- M. Responsibility for Defective Work: 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.

1.4 INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

- A. Regulatory Requirements for Testing and Inspection: Contractor shall comply with Part 1, Title 24, Section 4-335, California Code of Regulations and shall cooperate with Inspector in all testing required by the Office of Regulation Services, Division of State Architect. Contractor shall comply with Part 2, Title 24, California Code of Regulations and shall cooperate with Inspector in all inspections, testing and approvals required by the Office of Regulation Services, Division of State Architect. Contractor shall also comply with Uniform Building Code (UBC) requirements and all other requirements of governing authorities having jurisdiction.
- B. 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.
 1. Such authorities may include, but are not limited to, the Division of State Architect, Fire Department, and similar agencies.
 2. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.

1.5 INSPECTIONS AND TESTS BY SERVING UTILITIES

- A. Cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.

1.6 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

- A. Cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

1.7 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

- A. District will select an independent testing and inspection agency or agencies approved by the Architect/Engineer and the Division of State Architect to conduct tests and inspections in accordance with Part 1, Title 24, Section 4-335, California Code of Regulations and as indicated on Drawings, in Specifications and as required by governing authorities having jurisdiction.
- B. Responsibility for time and costs shall be as indicated in schedule below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.

- C. Notify District and Inspector in writing (and, if provided, on inspection request form provided by District) and, if directed by District, testing and inspection agency, when Work is ready for specified tests and inspections. Deliver this written notification at least 72 hours before the requested inspection date.
- D. 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.
 - 6. Tests and special inspections to be paid by District, where required, include the following:

<u>SECTION</u>	<u>SPECIAL INSPECTION</u>
07 00 00	Installation of roof membrane / repairs

<u>SECTION</u>	<u>ENVIRONMENTAL TESTS</u>
TBD	Construction Noise Monitoring
TBD	Air quality monitoring within occupied spaces

- E. 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).
 - 1. Reports shall clearly identify the following:
 - a. Date issued.
 - b. Project name and number.
 - c. Identification of product and Specifications Section in which Work is specified.
 - d. Name of inspector.
 - e. Date and time of sampling or inspection.
 - f. Location in Project where sampling or inspection was conducted.
 - g. Type of inspection or test.
 - h. Date of test.
 - i. Results of tests.
 - j. Comments concerning conformance with Contract Documents and other requirements.
 - 2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
 - 3. Samples taken but not tested shall be reported.
 - 4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
 - 5. When requested, testing and inspection agency shall provide interpretations of test results.
- F. Contractor Responsibilities in Inspections and Tests:
 - 1. Unless specified otherwise, notify Inspector, District’s Representative, or any other consultant District designates, Architect/Engineer and independent testing and inspection agencies 72 hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Contractor’s inspection request in writing (or, if District provides a specific form, on that form).
 - a. When tests or inspections cannot be performed after such notice, reimburse District for testing and inspection agency personnel and travel expenses incurred due to Contractor’s negligence.
 - 2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
 - 3. Cooperate with Inspector, District’s Representative, or any other consultant District designates, and District’s consultants. Provide access to Work areas and off-Site fabrication and assembly locations, including during weekends and after normal Work hours.
 - 4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Site or at source of products to be tested, and to store and cure test samples.

5. Provide, at least fifteen (15) Days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.

1.8 ADDITIONAL TESTING AND INSPECTION

- A. If initial tests or inspections made by the Inspector or District's Representative, or any other consultant District designates reveal that materials do not comply with Title 24, California Code of Regulations or with the Contract Documents, or if District has reasonable doubt that materials do not comply with Title 24, California Code of Regulations or with Contract Documents, additional tests and inspections shall be made as directed.
 1. If additional tests and inspections establish that materials comply with Contract Documents, District shall pay all costs for such tests and inspections.
 2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.
 3. If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 51 00**TEMPORARY FACILITIES AND CONTROLS****PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes:
1. Temporary Electricity
 2. Temporary Communications.
 3. Temporary Water
 4. Fences
 5. Protection of Public and Private Property
 6. Temporary Sanitary Facilities
 7. Temporary Barriers and Enclosures
 8. Pollution Control
 9. Construction Aids
 10. Noise Control
 11. Traffic Control
 12. Removal of Temporary Facilities and Controls

1.2 TEMPORARY ELECTRICITY

Contractor shall provide, maintain, and pay for electrical power at the Site for construction purposes. With the District's consent, 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.

1.3 TEMPORARY COMMUNICATIONS

Provide, maintain, and pay for all applicable communications and data services (including without limitation telephone, facsimile, e-mail and internet) to field office commencing at time of Project mobilization, including all installation and connection charges.

1.4 TEMPORARY WATER

- A. Provide, maintain, and pay for suitable quality water service required for construction operations.
- B. All water required for and in connection with the Work, including without limitation for dust control, shall be furnished by and at the expense of Contractor. Contractor may be allowed to utilize water from the District, with District's approval. However, District does not guarantee availability of this water. Contractor shall furnish necessary pipe, hose, nozzles, meter, and 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.

1.5 FENCES

- A. All existing fences affected by the Work shall be maintained by Contractor until Final Completion.
- B. Contractor shall restore all fences to their original or to a better condition and to their original locations.

1.6 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

- B. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the District, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.
- C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1.7 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.
- B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.
- C. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.
- D. Provide temporary sanitary facilities for Campus and Staff during utility interruptions.

1.8 TEMPORARY BARRIERS AND ENCLOSURES

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for District's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades required by governing authorities for public access to existing buildings.
- C. Protect vehicular traffic, stored materials, Site, and structures from damage.

1.9 POLLUTION CONTROL

The following will be performed in accordance with the SWPPP Specification, as specified in 1.5 of Section 01 35 00(Special Procedures) .

- A. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible Best Management Practices (BMPs) shall be taken to prevent such materials from entering any drain to watercourse.

1.10 CONSTRUCTION AIDS

Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. Construction aids shall be furnished without charge to the Subcontractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the contractor furnishing the equipment shall determine priorities in the best interest of the Project.

1.11 NOISE CONTROL

- A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.
- B. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.
- C. The contractor will take care to minimize construction noise and coordinate construction operations in such a way that construction operations and noise shall not interfere or impact the operations of the College. The District has the authority to shut down contractors operations that are disrupting the College operations with no time or cost impacts for the failure of the contractor to coordinate operations with the District. The following

is a partial listing of College events where particular care must be made on the part of the Contractor with regard to Noise Control (See Section 00 73 00 Supplementary Conditions for detailed list):

1. Finals
2. Commencement
3. Large community events

1.12 TRAFFIC CONTROL

All traffic associated with the construction, including without limitation delivery and mail trucks, shall follow the District's approved construction traffic route to and from the project site. Contractor shall provide signs directing construction and delivery traffic along this route. Construction truck traffic may be limited to specific, off-peak traffic hours, as directed by District's Representative. - The Contractor shall provide adequate traffic control measures such as Barricades, Flagmen and Escorts for all construction traffic on College roads, pathways and adjacent areas to the construction site.

1.13 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- B. Remove underground installations.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 56 00

SITE SECURITY AND SAFETY**PART 1 GENERAL****1.1 SUMMARY**

- A. Overview
- B. Protection
- C. Control of Site
- D. Site Security
- E. Safety Program
- F. Safety Requirements
- G. Site Safety Officer
- H. Additional Safety Controls

1.2 OVERVIEW

- A. In order to continue support of our educational mission, the District's campuses and many of its facilities will remain occupied during completion of the Work making Site Security and Safety of paramount importance. Campuses are visited, on a daily basis, by an ever-changing and diverse population. Students, District staff, visitors, the public at large and contractor personnel will encounter real and potential safety hazards on a regular basis. Among this population, knowledge of safety and security hazards varies from considerable to none. This makes the risk of an injury of utmost concern to the District.

For this reason, failure to comply with the requirements of this Section will be considered grounds for the District, or its designated representative, to issue an order suspending work or terminate a contract for cause.

The District, or its designated representative, will also perform safety inspections and may issue a written notice ordering a contractor to correct an unsafe act or condition. If the Contractor fails to correct the unsafe act or condition within the requested time frame, the District or its representative may have the condition corrected and bill the non-compliant contractor for the costs associated with the correction.

- B. The General or Prime Contractor shall assume overall responsibility for project safety compliance.

1.3 PROTECTION

- A. Continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
- B. Properly protect the Work:
 - 1. With lights, guard rails, temporary covers and barricades.
 - 2. Enclose excavations with proper barricades.
 - 3. Brace and secure all parts of the Work against storm and accident.
 - 4. Provide such additional forms of protection that may be necessary under existing circumstances.
- C. Provide and maintain in good condition all protective measures required to adequately protect all persons, including students, District staff, contractors and members of the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

1.4 CONTROL OF SITE

Ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Immediately and permanently remove from the Site any employee, contractor, subcontractor, vendor or consultant found in violation of this provision.

- A. Project Work Site parking will be limited to required work trucks, equipment pick-up/delivery vehicles and material delivery only. The Contractor's employees parking area is specified in Section 00 32 19 (Supplementary Conditions).
- B. In addition to any other requirement in the Project Manual, or to enhance any existing requirement in these documents, the Contractor shall be aware of (and furnish and install or otherwise provide) the following:
 - a. Access to all existing classrooms must be maintained while isolating the Project Work Site by protective measures. Phasing of the work as (or if) required maintaining access to the buildings shall be a requirement of this Bid.
 - b. Isolation of the Project Work Site referenced immediately above shall be-
 - i. For exterior work (if any)- through the use of "pre-paneled" 6-foot high chain link fence. Fence panels shall include end clips/brackets with which the individual panels can be made into a "fence section" of indefinite length.
 - ii. For interior work (if any)- through the combined use of plywood and plastic sheeting walls constructed to prevent accidental entry to the work area and keep dust from entering occupied areas. Walls shall include end clips/brackets with which the individual panels can be made into a "wall section" of indefinite length.
- C. The fencing shall be maintained and relocated when and as necessary to assure staff/student/ visitor safety while maintaining a positive isolation barrier between the public and the Project Work Site.
- D. The contractor shall be responsible for posting, and maintaining, no less than the following construction site signage: CAUTION CONSTRUCTION; HARD HAT AREA; AND KEEP OUT. In the event that the Contractor's insurance carrier mandates that additional safety signs be posted, this contractor shall post and maintain those signs also.
- E. Construction Site signage shall be posted at the entries/exits from the buildings, at every chain link fence corner and in fence line "straight runs" as necessary to assure that the distance between signs does not exceed 500 linear feet.

1.5 SITE SECURITY

- A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all measures required to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the District and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.
- B. No claim shall be made against District by reason of any act of an employee or trespasser, and Contractor shall repair all damage to District's property resulting from Contractor's failure to provide adequate security measures.
- C. Contractor shall maintain a lock on the Construction access gate at all times. Contractor shall appoint one person to monitor the gate and maintain the sign-in/out list, with person's name, company, reason for entering, what they are delivering, time and date. Alternatively, Contractor shall provide a full-time guard at the gate at all times to control access and maintain the sign-in/out list. The sign in/out list shall be available to District at anytime upon request.
- D. Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

1.6 SAFETY PROGRAM

- A. Within fifteen (15) days after Notice to Proceed, submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.
- B. Receipt and/or review of the Safety Program by District, Engineer or District's representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.
- C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with Contractor and each individual Subcontractor.
- D. Safety Program components:

1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
 2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b) (4) f.
 3. Confined Space Program: District will provide Contractor with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.
 4. Emergency Response Plan (ERP): Describe procedures that shall be implemented in the event an incident or emergency occurs at the Project Site. The ERP should model multiple incident scenarios (e.g. minor injury, earthquake, fatality, fire, etc.). Special attention should be paid to Project Site access/egress and contractor personnel evacuation/staging areas. The District will provide contact information for designated internal staff.
- E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.
- F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Supply PPE to all personnel under Contractor's direction.

1.7 SAFETY REQUIREMENTS

- A. Standards: Maintain the Project in accordance with state and local safety and insurance standards.
- B. Hazards Control:
1. Store volatile wastes in covered metal containers and remove from premises daily.
 2. Prevent accumulation of wastes that create hazardous conditions.
 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
1. Do not burn or bury rubbish or waste material on the Site.
 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 3. Do not dispose of wastes into streams or waterways.
- D. Provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of said incident.
- E. The District, or its designated representative, must be notified of all contractor injuries in accordance with the timeline established by Cal-OSHA/OSHA. Injuries, no matter how minor, to students, District staff or the public at large must be reported to the District immediately. All incidents resulting in damage to District property or third-party must be reported to the District immediately. Damage to contractor property must be reported within 12 hours if Contractor expects to file a claim against the District or OCIP.
- F. Contractors must make their employees, agents, contractors, subcontractors, vendors and officers available for post-incident investigations.
- G. Contractors must make the involved employees, agents, contractors, subcontractors, vendors and officers available for post-incident/injury drug screening. Those employees failing the test will be removed permanently from the job site. The District will bear the cost of these tests.

1.8 SITE SAFETY OFFICER

- A. Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by District Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by District, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by District.
- B. District's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.9 ADDITIONAL SAFETY CONTROLS

- A. According to industry practices, it is the responsibility of all contractors of every tier to exercise reasonable care to prevent work-related injuries, property and equipment damage at the Project site, as well as minimize risk to the third-party persons and property. All contractors shall undertake loss control prevention practices according to those requirements set by federal, state and local laws, statutes and specific project procedures developed for this Project.
- B. In the event of an accident it will be the responsibility of all contractors of every tier to see that injured workers or third-parties are given immediate medical treatment and that all medical and/or claim forms are filed with the appropriate authorities.
- C. Contractors and subcontractors participating in the project will be expected to comply with the following safety and loss control requirements:
 1. All subcontractors shall identify their contact person(s) to the General or Prime Contractor.
 2. All contractors and subcontractors shall follow District procedures regarding dealing with the media.
 3. All construction employees will be required to be attired in workpants, shirt and appropriate boots or closed toe shoes.
 4. Alcohol is prohibited on District property at all times.
 5. Smoking Policy: It is the policy of San Mateo County Community College District to provide a safe learning and working environment for both students and employees. It is recognized that smoke from cigarettes, pipes and/or cigars is hazardous to health; therefore, it is the intent of the District to provide a smoke-free environment to the greatest extent possible. To achieve this goal, the District limits smoking on District property to outdoor areas only, at a minimum of twenty (20) feet away from any doorway, entrance to an indoor facility, or fresh air intake vent. Smoking is prohibited in all indoor locations within the District. The sale or distribution of cigarettes or other smoking material is also prohibited.
 - a. Contractor shall develop and enforce a smoking policy within work site area(s) that is in alignment with District's smoking policy. Contractor shall prohibit smoking in existing buildings that are under renovation. Contractor shall prohibit smoking in new buildings under construction no later than when the roof and exterior walls have been installed.
 6. Contractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide the appropriate abatement as quickly as possible.
 7. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel, and are allowed only 'incidental' contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.
 8. Fall protection is mandatory on all projects in accordance with CAL OSHA, OSHA and any other appropriate code.
 9. A site specific Injury and Illness Prevention Program shall be available on site with the General or Prime Contractor. All contractors shall abide by this program.
 10. Personal radios, headsets, walkmans, I-pods and CD players are not allowed on the job-site.
 11. All contractors and subcontractors must attend a pre-construction safety meeting.
 12. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
 13. All contractors' employees shall park in their designated parking area. Any sticker attached to the employees' vehicle that displays any form of sexual preference or reference shall be removed prior to parking at the site. Each employee will provide their license plate number to the General or Prime Contractor. Any employee disregarding this policy shall be removed from the site until further notice.

14. All contractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
15. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
16. No guns, switchblades, or knives with blades greater than two inches shall be allowed on the job site. Any employee disregarding this policy shall be removed from the site until further notice.
17. All contractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS**1.1 SECTION INCLUDES**

- A. Products
- B. Product Options and Substitutions
- C. Product Delivery Requirements
- D. Shipping Requirements
- E. Product Storage and Handling Requirements

1.2 PRODUCTS

- A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. For similar components, provide interchangeable components of the same manufacturer.

1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

- A. Summary: This paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00 43 25 (Substitution Request) submittal as provided in Document 00 11 19 (Instructions to Bidders).
- B. Contractor's Options:
 - 1. For products specified only by reference standard: Select any product meeting that standard.
 - 2. For products specified by naming one or more products or manufacturers:
 - a. Select products of any named manufacturer meeting specifications.
 - b. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Section 01 60 00 and a fully executed Document 00 43 25 (Substitution Request), but using the term "Contractor" each place the term "Bidder" appears in that form.
- C. Substitutions:
 - 1. Except as provided in Document 00 11 19 (Instructions to Bidders) with respect to "or equal" items, District will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. 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).
 - 2. Submit separate RFS (and four copies) for each product and support each request with:
 - a. Product identification.
 - b. Manufacturer's literature.
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used, and dates of installation.
 - e. Name, address, and telephone number of manufacturer's representative or sales engineer.
 - f. For construction methods: Detailed description of proposed method; drawings illustrating methods.
 - 3. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.

4. State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with District for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.
 5. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by District in evaluating the proposed substitute. District may require Contractor to furnish additional data about the proposed substitute.
 6. District will not consider substitutions which are for the Contractor's convenience, for acceptance (or, in District's sole discretion, District may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:
 - a. Results in delay meeting construction Milestones or completion dates.
 - b. Is indicated or implied on submittals without formal request from 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.
 7. Substitute products shall not be ordered without written acceptance of District.
 8. District will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
 9. Accepted substitutions will be evidenced by an approved Substitution Request Form. All Contract Documents requirements apply to Work involving substitutions.
- D. Contractor's Representation and Warranty:
1. 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 provide the same warranty for substitution as for specified product.
 - c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
 - d. Waives claims for additional costs which may subsequently become apparent.
 2. 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.
 - a. Pay all costs incurred by the District associated with acceptance of substitutions including, but not limited to design, review and management activities.
 - b. Will be responsible for Construction Schedule slippage due to substitution.
 - c. 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.
 - d. Will compensate District for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against District, caused by late requests for substitutions or late ordering of products.
- E. District's Duties:
1. Review Contractor's RFS with reasonable promptness.
 2. Notify Contractor in writing of decision to accept or reject requested substitution.
- F. Administrative Requirements:
1. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both.
 2. Provide all agency approvals or other additional information required and Contractor shall pay additional costs for required redesign, inspection, etc. For substitutions made for the Contractors convenience the Contractor will be responsible for all costs pertaining to substitution request.

1.4 PRODUCT DELIVERY REQUIREMENTS

- A. Deliver products in accordance with manufacturer's instructions.

- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.5 SHIPPING REQUIREMENTS

- A. Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.
 - 1. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of District.
 - 2. Grease and lubricating oil shall be applied to all bearings and similar items.
- B. Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

1.6 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store products only in staging area per provisions of Section 01 10 00 (Summary of Work).
- B. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- C. For exterior storage of fabricated products, place on appropriate supports, above ground.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- G. Without limiting the foregoing:
 - 1. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any subsuppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
 - 2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
 - 3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.
 - 4. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed by Contractor.
 - 5. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Contractor shall, at the discretion of District, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
 - 6. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Contractor at the time of acceptance.
 - 7. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
 - 8. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.

9. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner than does not damage the equipment.
10. 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.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

SECTION 01 74 00**CLEANING****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Progress Cleaning
- B. Final Cleaning

1.2 PROGRESS CLEANING

- A. Contractor shall perform periodic cleaning to ensure that any streets and other District and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Disposal of Materials:
 - 1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
 - 2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
 - 3. Contractor is cautioned that the County of San Mateo and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
 - 4. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
 - 5. The contractor shall estimate, log and submit regular reports to the District, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Documentation requirements including the nature of materials, destination, volume and tonnage, shall be submitted as follows:
 - a. Up-to-date copies of the Waste Reporting Log (Exhibit A of this Section 01 74 00) shall be submitted with each payment application per Section 01 29 00 (Measurement and Payment) paragraph 1.7.C.8.
 - b. The Contractor shall submit a cumulative report summarizing the nature of materials, destination, volume and tonnage of materials disposed for the preceding calendar year to the District's Representative by January 31st of each year or at the end of the project as part of the contract closeout.
- C. If Contractor does not properly clean the Site, in the opinion of District, then District shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.
- D. Contractor will 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 not additional cost to the District

1.3 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.
- C. Repair, patch, and touch up marred surfaces to match adjacent finishes.
- D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.
- F. Clean Site; mechanically sweep paved areas.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

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- Per Section 01 29 00 (Measurement and Payment) paragraph 1.7.C.8. a current and up-to-date copy of this log is to be submitted with each Application for Payment.

- Per Section 01 74 00 (Cleaning) paragraph 1.2.E.5 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.

SECTION 01 76 01

EXISTING UNDERGROUND FACILITIES

PART 1 GENERAL

1.1 PUBLIC FACILITIES AFFECTED

- A. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- B. Contractor's attention is directed to the existence of underground sewer, water, gas, power, telephone, and cable lines and other utilities within the areas in which Work is to be performed. Contractor shall, at least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify the following owners of these Underground Facilities:
 - 1. Water/sewer/drainage lines: District
 - 2. Cable: District
 - 3. Buried electrical Lines: District

1.2 PRIVATE FACILITIES AFFECTED

No attempt has been made to locate private utilities on private property such as sprinkler irrigation systems or electrical conduits. Contact the property owners prior to construction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT**PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Description of contract closeout procedures including:
 - a. Removal of Temporary Construction Facilities
 - b. Substantial Completion
 - c. Final Completion
 - d. Final Cleaning
 - e. Project record documents
 - f. Contractor shall comply with all applicable requirements in Section 01 78 39 (Project Record Documents).
 - g. Project Guarantee
 - h. Warranties
 - i. Turn-In
 - j. Release of Claims
 - k. Fire Inspection Coordination
 - l. Building Inspection Coordination

1.2 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore permanent facilities used during construction to specified condition.
- D. Comply with paragraph 1.12 of Section 01 51 00 (Temporary Facilities and Controls).

1.3 SUBSTANTIAL COMPLETION

- A. When 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.
- B. Within reasonable time, District's Representative will inspect to determine status of completion.
- C. Should District's Representative determine that Work is not Substantially Complete, District will promptly notify Contractor in writing, listing all defects and omissions.
- D. Remedy deficiencies and send a second written notice of Substantial Completion. District will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall pay District's cost of the reinspection.
- E. When District's Representative determines that Work is Substantially Complete, District will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by District.
- F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by District before a Certificate of Substantial Completion will be issued.
- G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse District for costs associated with these visits.
- H. District may enlist Consultants to assist with the above activities.

1.4 FINAL COMPLETION

- A. Final Completion occurs when Work meets requirements for District's Final Acceptance. When Contractor considers Work is Finally Complete, submit written certification that:

1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
 2. 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.
 3. Work is complete and ready for final inspection.
- B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- C. When District's Representative 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. Should District determine that Work is incomplete or defective:
1. District promptly will so notify Contractor, in writing, listing the incomplete or defective items.
 2. Promptly remedy the deficiencies and notify the District when it is ready for reinspection.
 3. When District determines that the Work is acceptable under the Contract Documents, District will request Contractor to make closeout submittals.
- D. Final adjustments of accounts:
1. Submit a final statement of accounting to District, showing all adjustments to the Contract Sum and complete and execute Document 00 65 73 (Agreement and Release of Any and All Claims).
 2. If so required, District shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.
- E. District may enlist Consultants to assist with the above activities.

1.5 FINAL CLEANING

Contractor shall comply with all applicable requirements in Section 01 74 00 (Cleaning).

1.6 PROJECT RECORD DOCUMENTS

Contractor shall comply with all applicable requirements in Section 01 78 39 (Project Record Documents).

1.7 PROJECT GUARANTEE

- A. Requirements for Contractor's guarantee of completed Work are included in Article 9 of Document 00 71 00 (General Conditions). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.
- B. Neither recordation of Final Acceptance nor final certificate for neither payment nor provision of the Contract or partial or entire use or occupancy of premises by District shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- C. District may make repairs to defective Work as set forth in Document 00 71 00 (General Conditions).
- D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to District, District shall have right to operate and use materials or equipment until said materials and equipment can, without damage to District, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- E. Nothing in this Section shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to District for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by District of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

1.8 WARRANTIES

- A. Execute Contractor's submittals and assemble warranty documents, and installation, operations and maintenance manuals described in Section 01 32 19 (Submittal Procedures), executed or supplied by Subcontractors, suppliers, and manufacturers.
 - 1. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
 - 2. Include contact names and phone numbers for District personnel to call during warranty period.
 - 3. Assemble in Specification Section order.
- B. Submit material prior to final application for payment.
 - 1. For equipment put into use with District's permission during construction, submit within 14 Days after first operation.
 - 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
- C. Warranties are intended to protect District against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- D. Limitations: Warranties are not intended to cover failures that result from the following:
 - 1. Unusual or abnormal phenomena of the elements
 - 2. Vandalism after Substantial Completion
 - 3. Insurrection or acts of aggression including war
- E. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.
- F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.
- G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.
- H. Warranty Forms: Submit drafts to District for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
 - 1. Warranty shall be countersigned by manufacturers.
 - 2. Where specified, warranty shall be countersigned by Subcontractors and installers.
- I. Rejection of Warranties: District reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
- J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
 - 1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.
 - 2. Materials, equipment or systems are put into beneficial use of District prior to Final Completion as agreed to in writing by District.
- K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to District free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of District.

1.9 TURN-IN

Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits, keys issued to Contractor during prosecution of Work, and letters

from property owners pursuant to paragraph 1.2.F of Document 01 74 00 (Cleaning) are turned in to District.

1.10 RELEASE OF CLAIMS

Contract Documents will not be closed out and final payment will not be made until Document 00 65 73 (Agreement and Release of Any and All Claims) is completed and executed by Contractor and District.

1.11 FIRE INSPECTION COORDINATION

Coordinate fire inspection and secure sufficient notice to District to permit convenient scheduling (if applicable).

1.12 BUILDING INSPECTION COORDINATION

Coordinate with District a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 23 08 00
COMMISSIONING of HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. OPR, BoD, and BoD-HVAC documentation prepared by Owner and Architect contains requirements that apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for commissioning the HVAC system and its subsystems and equipment. This Section supplements the general requirements specified in Division 1 Section "General Commissioning Requirements."
- B. Related Sections include the following:
 - 1. Division 1 Section 01 91 13 General Commissioning Requirements for general requirements for commissioning processes that apply to this Section.

1.3 DEFINITIONS

- A. Architect: Includes Architect identified in the Contract for Construction between College and Contractor, plus consultant/design professionals responsible for design of HVAC, electrical, communications, controls for HVAC systems, and other related systems.
- B. BoD: Basis of Design.
- C. BoD-HVAC: HVAC systems basis of design.
- D. CxA: Commissioning Authority.
- E. OPR: Owner's (College) Project Requirements.
- F. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.
- G. TAB: Testing, Adjusting, and Balancing.

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. The following responsibilities are in addition to those specified in Division 1 Section "General Commissioning Requirements."
- B. Contractor:
 - 1. Attend procedures meeting for TAB Work.
 - 2. Certify that TAB Work is complete.

- C. Mechanical Subcontractor:
1. Attend TAB verification testing.
 2. Provide measuring instruments and logging devices to record test data, and data acquisition equipment to record data for the complete range of testing for the required test period.
- D. HVAC Instrumentation and Control Subcontractor: With the CxA, review control designs for compliance with the OPR and BoD, controllability with respect to actual equipment to be installed, and recommend adjustments to control designs and sequence of operation descriptions.
- E. TAB Subcontractor:
1. Contract Documents Review: With the CxA, review the Contract Documents before developing TAB procedures.
 - a. Verify the following:
 - 1) Accessibility of equipment and components required for TAB Work.
 - 2) Adequate number and placement of balancing valves to allow proper balancing and recording of water flow.
 - 3) Adequate number and placement of test ports and test instrumentation to allow reading and compilation of system and equipment performance data needed to conduct both TAB and commissioning testing.
 - 4) Air and water flow rates have been specified and compared to central equipment output capacities.
 - b. Identify discontinuities and omissions in the Contract Documents.
 - c. This review of the Contract Documents by the TAB Subcontractor satisfies requirements for a design review report as specified in Division 23 Section "Testing, Adjusting, and Balancing."
 2. Additional Responsibilities: Participate in tests specified in Division 23 Sections "HVAC Instrumentation and Controls" and "Sequence of Operation."
- F. Electrical Subcontractor:
1. With the Mechanical Subcontractor, coordinate installations and connections between and among electrical and HVAC systems, subsystems, and equipment.
 2. Attend TAB verification testing.

1.5 COMMISSIONING DOCUMENTATION

- A. The following are in addition to documentation specified in Division 1 Section "General Commissioning Requirements."
- B. Test Checklists: CxA with assistance of Architect shall develop test checklists for HVAC systems, subsystems, and equipment, including interfaces and interlocks with other systems. CxA shall prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. In addition to the requirements specified in

Division 1 Section "General Commissioning Requirements," checklists shall include, but not be limited to, the following:

1. Calibration of sensors and sensor function.
2. Testing conditions under which test was conducted, including (as applicable) ambient conditions, set points, override conditions, and status and operating conditions that impact the results of test.
3. Control sequences for HVAC systems.
4. Responses to control signals at specified conditions.
5. Sequence of response(s) to control signals at specified conditions.
6. Narrative description of observed performance of systems, subsystems, and equipment. Notation to indicate whether the observed performance at each step meets the expected results.
7. Interaction of auxiliary equipment.
8. Issues log.

1.6 SUBMITTALS

The following submittals are in addition to those specified in Division 1 Section "General Commissioning Requirements."

- A. Certificate of Completion of Installation, Prestart, and Startup: CxA shall certify that installation, prestart, and startup activities have been completed. Certification shall include completed checklists provided by TAB Subcontractor as specified in Division 23 Section "Testing, Adjusting, and Balancing." and the Pre-Functional Checklist by the Controls Contractor
- B. Certified Pipe Cleaning and Flushing Report: CxA shall certify that pipe cleaning, flushing, hydrostatic testing, and chemical treating have been completed.
- C. Test and Inspection Reports: CxA shall compile and submit test and inspection reports and certificates, and shall include them into the systems manual and commissioning report.
- D. Corrective Action Documents: CxA shall submit corrective action documents.
- E. Certified TAB Reports: CxA shall submit verified, certified TAB reports.

PART 2 - PRODUCTS

The following products and services providers will be directly involved in the commissioning of the building system:

- A. T.A.C. Americas (Yamas Controls)
Y-Net Building Automation System

PART 3 - EXECUTION

3.1 TESTING PREPARATION

A. Prerequisites for Testing:

1. Certify that HVAC systems, subsystems, and equipment have been completed, calibrated, and started; are operating according to the OPR, BoD, and Contract Documents; and that Certificates of Readiness are signed and submitted.

2. Certify that HVAC instrumentation and control systems have been completed and calibrated; are operating according to the OPR, BoD, and Contract Documents; and that pretest set points have been recorded.
3. Certify that TAB procedures have been completed, and that TAB reports have been submitted, discrepancies corrected, and corrective work approved.
4. Test systems and intersystem performance after approval of test checklists for systems, subsystems, and equipment.
5. Set systems, subsystems, and equipment into operating mode to be tested (e.g., normal shut down, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).
6. Verify each operating cycle after it has been running for a specified period and is operating in a steady-state condition.
7. Inspect and verify the position of each device and interlock identified on checklists. Sign off each item as acceptable, or failed. Repeat this test for each operating cycle that applies to system being tested.
8. Check safety cutouts, alarms, and interlocks with smoke control and life-safety systems during each mode of operation.
9. Annotate checklist or data sheet when a deficiency is observed.
10. Verify equipment interface with monitoring and control system and TAB criteria; include the following as applicable:
 - a. Operation of terminal units in both heating and cooling cycles.
 - b. Operation of indoor-air-quality monitoring systems.
11. Verify proper responses of monitoring and control system controllers and sensors to include the following:
 - a. For each controller or sensor, record the indicated monitoring and control system reading and the test instrument reading. If initial test indicates that the test reading is outside of the control range of the installed device, check calibration of the installed device and adjust as required. Retest malfunctioning devices and record results on checklist or data sheet.
 - b. Report deficiencies and prepare an issues log entry.
12. Verify that HVAC equipment field quality-control testing has been completed and approved. CxA shall direct, witness, and document field quality-control tests, inspections, and startup specified in individual Division 23 Sections.

3.2 TAB VERIFICATION

- A. TAB Subcontractor shall coordinate with CxA for work required in Division 15 Section "Testing, Adjusting, and Balancing." TAB Subcontractor shall copy CxA with required reports, sample forms, checklists, and certificates.
- B. Contractor, HVAC Subcontractor, and CxA shall witness TAB Work.
- C. TAB Preparation:
 1. TAB Subcontractor shall provide CxA with data required for "Pre-Field TAB Engineering Reports" specified in Division 23 Section "Testing, Adjusting, and Balancing."
 - a. CxA shall use this data to certify that prestart and startup activities have been completed for systems, subsystems, and equipment installation.

- D. If deficiencies are identified during verification testing, CxA shall notify the HVAC Subcontractor and Architect, and shall take action to remedy the deficiency. Architect shall review final tabulated checklists and data sheets to determine if verification is complete and that system is operating according to the Contract Documents.
- E. CxA shall certify that TAB Work has been successfully completed.

3.3 TESTING

- A. Test systems and intersystem performance after test checklists for systems, subsystems, and equipment have been approved.
- B. Perform tests using design conditions whenever possible.
 - 1. Simulate conditions by imposing an artificial load when it is not practical to test under design conditions and when written approval for simulated conditions is received from CxA. Before simulating conditions, calibrate testing instruments. Set and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.
 - 2. Alter set points when simulating conditions is not practical and when written approval is received from CxA.
 - 3. Alter sensor values with a signal generator when design or simulating conditions and altering set points are not practical. Do not use sensor to act as signal generator to simulate conditions or override values.
- C. Scope of HVAC Subcontractor Testing:
 - 1. Testing scope shall include entire HVAC installation, from central equipment for heat generation and refrigeration through distribution systems to each conditioned space. It shall include measuring capacities and effectiveness of operational and control functions.
 - 2. Test all operating modes, interlocks, control responses, responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.
- D. Detailed Testing Procedures: CxA, with HVAC Subcontractor, TAB Subcontractor, and HVAC Instrumentation and Control Subcontractor, shall prepare detailed testing plans, procedures, and checklists for HVAC systems, subsystems, and equipment.
- E. Pipe cleaning, flushing, hydrostatic tests, and chemical treatment requirements are specified in Division 15 piping Sections. HVAC Subcontractor shall prepare pipe system cleaning, flushing, and hydrostatic testing. CxA shall review and comment on plan and final reports. CxA shall certify that pipe cleaning, flushing, hydrostatic tests, and chemical treatment have been completed. Plan shall include the following:
 - 1. Sequence of testing and testing procedures for each section of pipe to be tested, identified by pipe zone or sector identification marker. Markers shall be keyed Drawings for each pipe sector showing the physical location of each designated pipe test section. Drawings keyed to pipe zones or sectors shall be formatted to allow each section of piping to be physically located and identified when referred to in pipe system cleaning, flushing, hydrostatic testing, and chemical treatment plan.
 - 2. Description of equipment for flushing operations.
 - 3. Minimum flushing water velocity.
 - 4. Tracking checklist for managing and ensuring that all pipe sections have been cleaned, flushed, hydrostatically tested, and chemically treated.

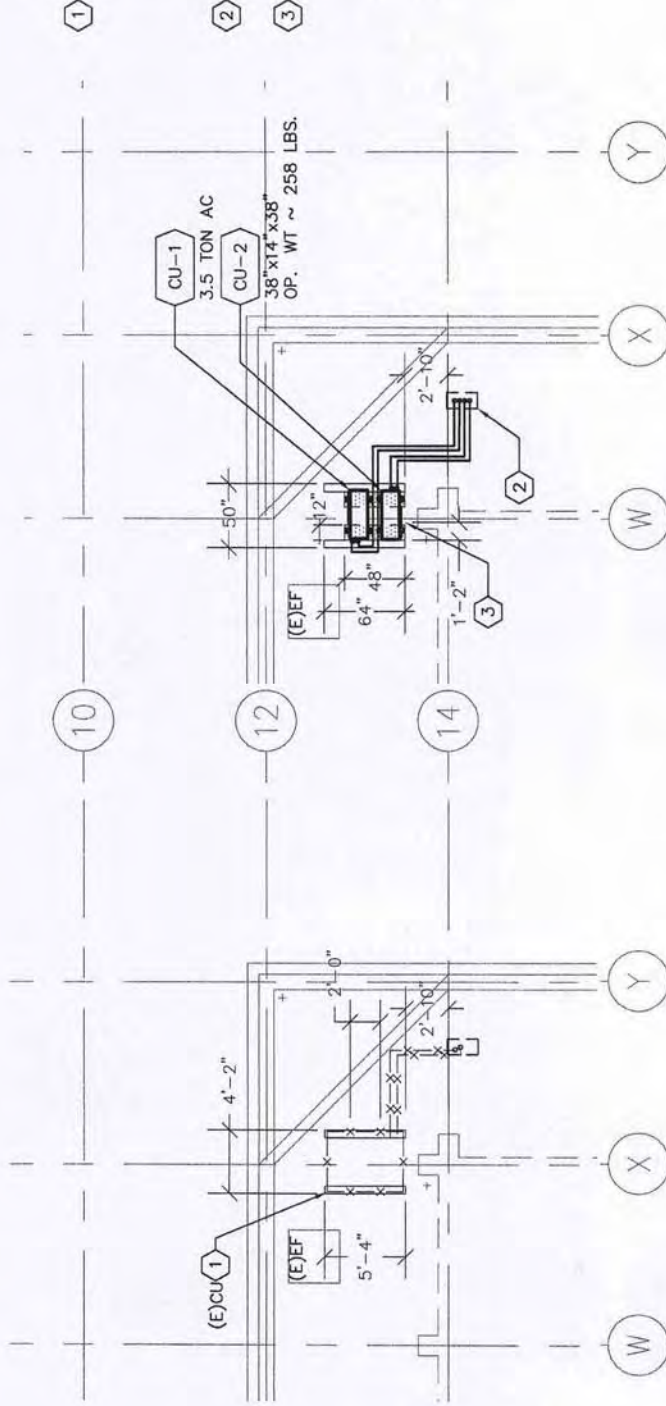
- F. Energy Supply System Testing: HVAC Subcontractor shall prepare a testing plan to verify performance of systems and equipment. Plan shall include the following:
1. Sequence of testing and testing procedures for each equipment item and pipe section to be tested, identified by pipe zone or sector identification marker. Markers shall be keyed to Drawings for each pipe sector showing the physical location of each designated pipe test section. Drawings keyed to pipe zones or sectors shall be formatted to allow each section of piping to be physically located and identified when referred to in system testing plan.
 2. Tracking checklist for managing and ensuring that all pipe sections have been tested.
- G. Vibration and Sound Tests: HVAC Subcontractor shall prepare testing plans to verify performance of vibration isolation and seismic controls. CxA shall witness and certify tests and inspections.
- H. Testing Reports:
1. Reports shall include measured data, data sheets, and a comprehensive summary describing the operation of systems at the time of testing.
 2. Include data sheets for each controller to verify proper operation of the control system, the system it serves, the service it provides, and its location. For each controller, provide space for recording its readout, the reading at the controller's sensor(s), plus comments. Provide space for testing personnel to sign off on each data sheet.
 3. Prepare a preliminary test report. Deficiencies will be evaluated by Architect to determine corrective action. Deficiencies shall be corrected and test repeated.
 4. If it is determined that the system is constructed according to the Contract Documents, Owner will decide whether modifications required to bring the performance of the system to the OPR and BoD documents shall be implemented or if tests will be accepted as submitted. If corrective Work is performed, Owner will decide if tests shall be repeated and a revised report submitted.

END OF SECTION

FILE NO. 43-C1
 APPL. NO. 01-110074
 07013.003.002

SHEET KEYNOTES

- 1 PHASE II: REMOVE & SALVAGE EXISTING CONDENSER UNIT TO THE DISTRICT. REMOVE ALL EXISTING COMPONENTS AND REFRIGERANT PIPING. MODIFY EXISTING CONDENSER PAD/SLEEPERS FOR MOUNTING NEW CU-1 & CU-2 UNITS PER SSK-14.4
- 2 RUN REFRIGERANT PIPING THROUGH EXISTING OPENING. FIELD VERIFY FOR EXACT LOCATION.
- 3 REFER TO STRUCTURAL SKETCH SSK-14.4 FOR ANCHOR & SUPPORT DETAIL.



1 ROOF PLAN - HVAC DEMO

NO SCALE

2 ROOF PLAN - HVAC NEW

NO SCALE

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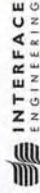
210 Homewood Ave.
 Fremont, California 94539
 [T] 510.445.1000
 [F] 510.445.1005

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 Project Name: CANADA COLLEGE - BUILDINGS 5 & 6 RENOVATIONS
 4200 FARM HILL BOULEVARD
 REDWOOD CITY, CA 94061
 FILE NO. 43-C1 APPL. 01-110074



Date Signed: 12/14/10

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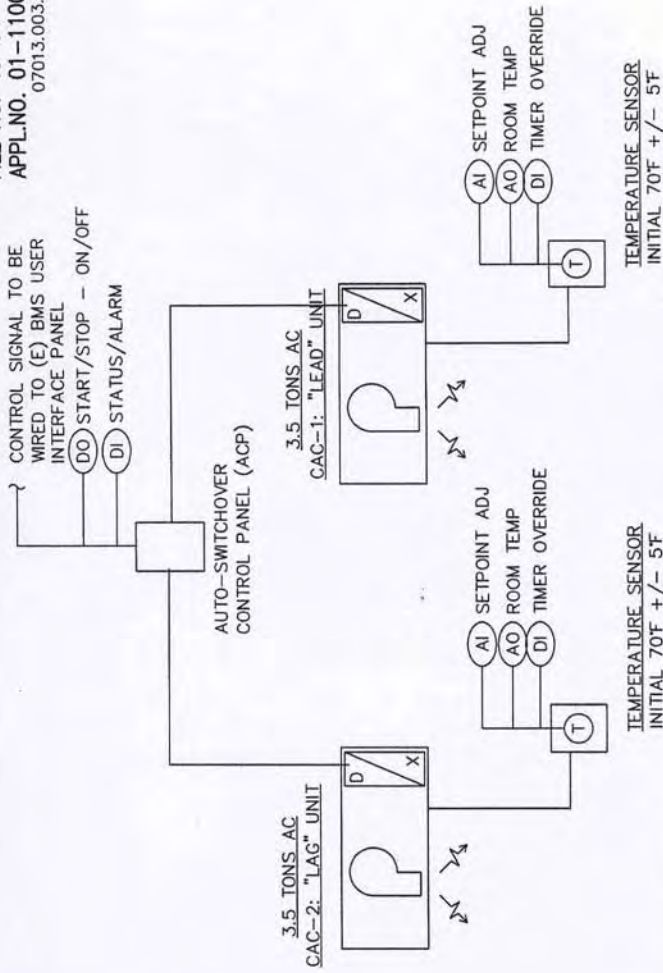


717 Market Street
 Suite 500
 San Francisco, CA 94103
 TEL: 415.489.7260
 FAX: 415.489.7289
 www.interfaceengineering.com

Revisions:

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Scale:	1/8" = 1'-0"	Project Number	07013

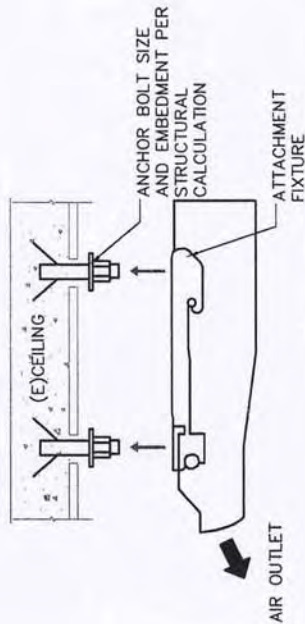
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- SEQUENCE OF OPERATION:
1. THE UNIT SHALL BE PROGRAMMED SO THAT THE FIRST CAC-1 UNIT WILL RUN AS LEAD UNIT PROVIDING PRIMARY COOLING WHILE THE SECOND CAC-2 UNIT WILL BE USED AS BACKUP, OR LAG UNIT.
 2. ACP SHALL SWITCH/ALTERNATE OPERATION OF BOTH UNITS FOR EQUAL RUN TIME.
 3. IN THE EVENT LEAD UNIT STOPS OR FAILS TO OPERATE, THE LAG UNIT SHALL AUTOMATICALLY START. AN ALARM SHALL BE SENT TO THE BMS. IMMEDIATE ACTION SHALL BE SENT TO THE SERVICE MAINTENANCE PERSONNEL.
 4. IF LEAD UNIT CANNOT MAINTAIN ROOM TEMPERATURE FOR 20 MINUTES (ADJUSTABLE), SECOND UNIT SHALL OPERATE TO SUPPLEMENT COOLING.

2 DUAL SPLIT SYSTEM DIAGRAM - MPOE ROOM

NO SCALE



NOTE: REFER STRUCTURAL SKETCH SSK-14.1 & SSK-14.2 FOR ATTACHMENT FIXTURE AND HANGER DETAIL.

1 HANGER DETAIL

NO SCALE



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 Fremont, California 94539
 [T] 510.445.1000
 [F] 510.445.1005

Title:

PARTIAL ROOF PLAN - MECHANICAL

Project Name:

CANADA COLLEGE - BUILDINGS 5 & 6 RENOVATIONS

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FILE NO. 43-C1 APPL 01-110074

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Project Number
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 CONTRACT Ben Cao

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717 Market Street
 San Francisco, CA 94103
 TEL: 415.489.7240
 FAX: 415.489.7269
 www.interfaceengineering.com



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MSK-35

FILE NO. 43-01
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MDF FAN COIL SCHEDULE

MARK	AREA SERVED	NOM. TONS	CONDENSER ON ROOF	AIR FLOW HI/LOW (CFM)	FAN E.S.P. (IN H2O)	COOLING		HEATING		ELECTRICAL		OPER. WT. (LBS)	REFRIGERANT TYPE & MASS (LBS) LEED	BASIS OF DESIGN	REMARKS
						TOTAL (MBH)	EAT (DB/WB)	CAPACITY (KW)	STAGES	VOLT/Ø/HZ	MCA/FLA				
CAC-1	MPOE ROOM "LEAD" UNIT	3.5	CU-1	635 / 790	0.3	42.0	34.0	86/66	N/A	N/A	208/1/60	1.0/0.69	82	R-410A(10 LBS) MITSUBISHI PCA-A42GA	① THROUGH ⑨
CAC-2	MPOE ROOM "LAG" UNIT	3.5	CU-2	635 / 790	0.3	42.0	34.0	86/66	N/A	N/A	208/1/60	1.0/0.69	82	R-410A(10 LBS) MITSUBISHI PCA-A42GA	① THROUGH ⑨

- NOTES:
- ① PROVIDE PROGRAMMABLE WALL THERMOSTAT
 - ② PROVIDE REFRIGERANT PIPING AND ALL APPURTENANCES BETWEEN CONDENSING UNITS AND EVAPORATORS.
 - ③ REFRIGERANT PIPE SIZE PER MFR'S RECOMMENDATION
 - ④ INTERLOCK EVAPORATOR AND CONDENSING UNIT.
 - ⑤ PROVIDE DISCONNECT SWITCH, AUTO-SWITCHOVER CONTROL PANEL (ACP), AND CONTROL SYSTEM INTERFACE CARD/GATEWAYS.
 - ⑥ PROVIDE MFR. CEILING MOUNTED BRACKET AND ALL ACCESSORIES NECESSARY FOR A COMPLETE SYSTEM INSTALLATION
 - ⑦ INSTALL UNIT PER MFR. INSTALLATION MANUAL
 - ⑧ PROVIDE ROOM TEMPERATURE SENSOR FOR CRITICAL EQUIPMENT, AND WIRE SENSOR TO BMS ADDRESS PANEL. IF ROOM TEMPERATURE RISES ABOVE 85°F. SOUND ALARM TO THE DISTRICT O&M OFFICE.
 - ⑨ PROVIDE 1" CONDENSATE DRAINPIPE AND CONNECT TO EXISTING

MDF ROOM CONDENSING UNIT SCHEDULE

MARK	AREA SERVED	LOCATION	RELATED AC UNIT	NOM. TONS	OAT TEMP. (°F)	EFFICIENCY SEER	ELECTRICAL			OPER. WT. (LBS)	REFRIGERANT TYPE & MASS (LBS) LEED	BASIS OF DESIGN	REMARKS
							VOLT/Ø/HZ	MCA	MOCP				
CU-1	MPOE ROOM "LEAD" UNIT	ROOF MOUNTED	CAC-1	3.5	95°F	13.8	208/1/60	26.0	40.0	258	R-410A(10 LBS) MITSUBISHI PUY-A42NHA	① THROUGH ④	
CU-2	MPOE ROOM "LAG" UNIT	ROOF MOUNTED	CAC-2	3.5	95°F	13.8	208/1/60	26.0	40.0	258	R-410A(10 LBS) MITSUBISHI PUY-A42NHA	① THROUGH ④	

- NOTES:
- ① PROVIDE DISCONNECT SWITCH.
 - ② INTERLOCK CU & CAC UNIT.
 - ③ REFER TO MFR. WIRING DIAGRAM FOR PROPER INSTALLATION.
 - ④ PROVIDE CONTROL WIRING TO (E) UNIVERSAL NETWORK CONTROLLER (UNC) AND TO (E) BMS.



INTERFACE ENGINEERING
 PROJECT: 2007-0731
 CONTACT: Ben Cao
 717 Market Street
 Suite 500
 San Francisco, CA 94103
 Tel: 415.489.7240
 Fax: 415.489.7269
 www.interfaceengineering.com

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 07013

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 architecture
 planning
 interiors
 210 Hazard Ave.
 Fremont, CA 94539
 Tel: 510.445.1000
 Fax: 510.445.1005

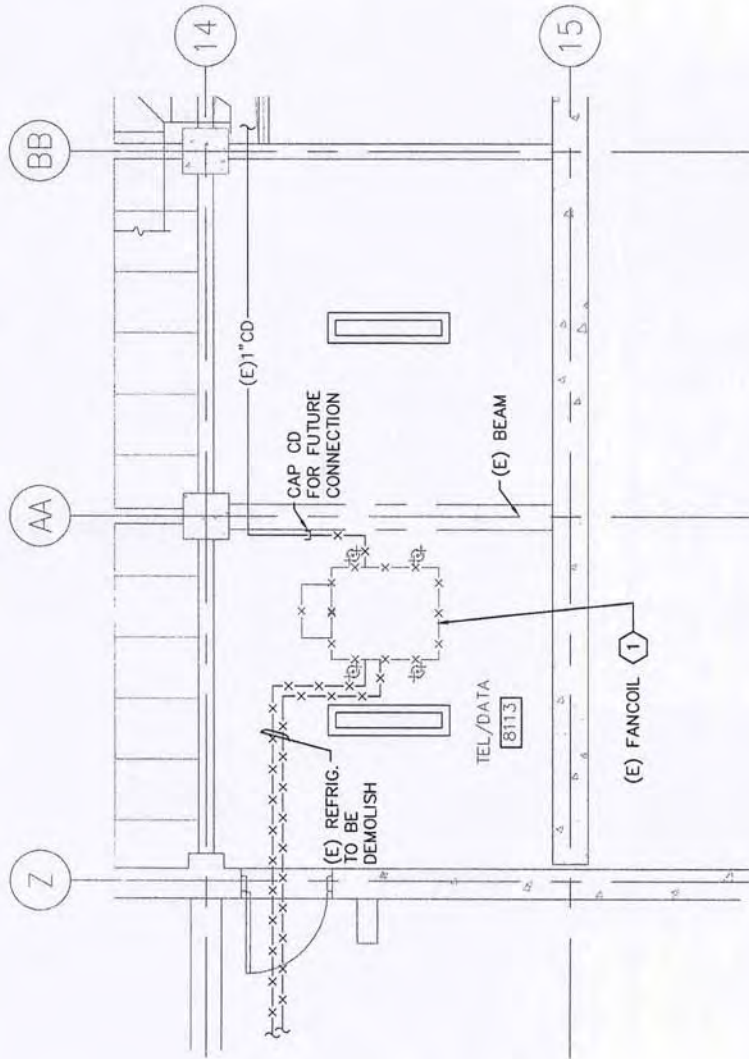
Title: EQUIPMENT SCHEDULE - MECHANICAL
 Project Name: CANADA COLLEGE - BUILDINGS 5 & 6 RENOVATIONS
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 FILE NO. 43-C1 APPL. 01-110074

Date Signed: 12/14/10

FILE NO. 43-C1
 APPL. NO. 01-110074
 07013.003.002

SHEET KEYNOTES

- 1 PHASE II: REMOVE AND SALVAGE (E) FAN COIL UNIT TO THE DISTRICT. REFER TO MSK-38 FOR NEW WORK TO PHASE IN NEW UNIT.



BUILDING 8 - PARTIAL 1ST FLOOR PLAN - MECHANICAL DEMOLITION

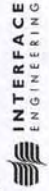


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BCA
 architecture
 planning
 interiors
 210 Hornwood Ave.
 Fremont, California 94539
 [T] 510.445.1000
 [F] 510.445.1005

Title: BUILDING 8 - PARTIAL 1ST FLOOR PLAN - MECHANICAL DEMOLITION
 Project Name: CANADA COLLEGE - BUILDINGS 5 & 6 RENOVATIONS
 4200 FARM HILL BOULEVARD
 REDWOOD CITY, CA 94061
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PROJECT 2007-0731
 CONTACT Ben Cao
 717 Market Street
 Suite 500
 San Francisco, CA 94103
 TEL 415.489.7340
 FAX 415.489.7289
 www.interfaceengineering.com

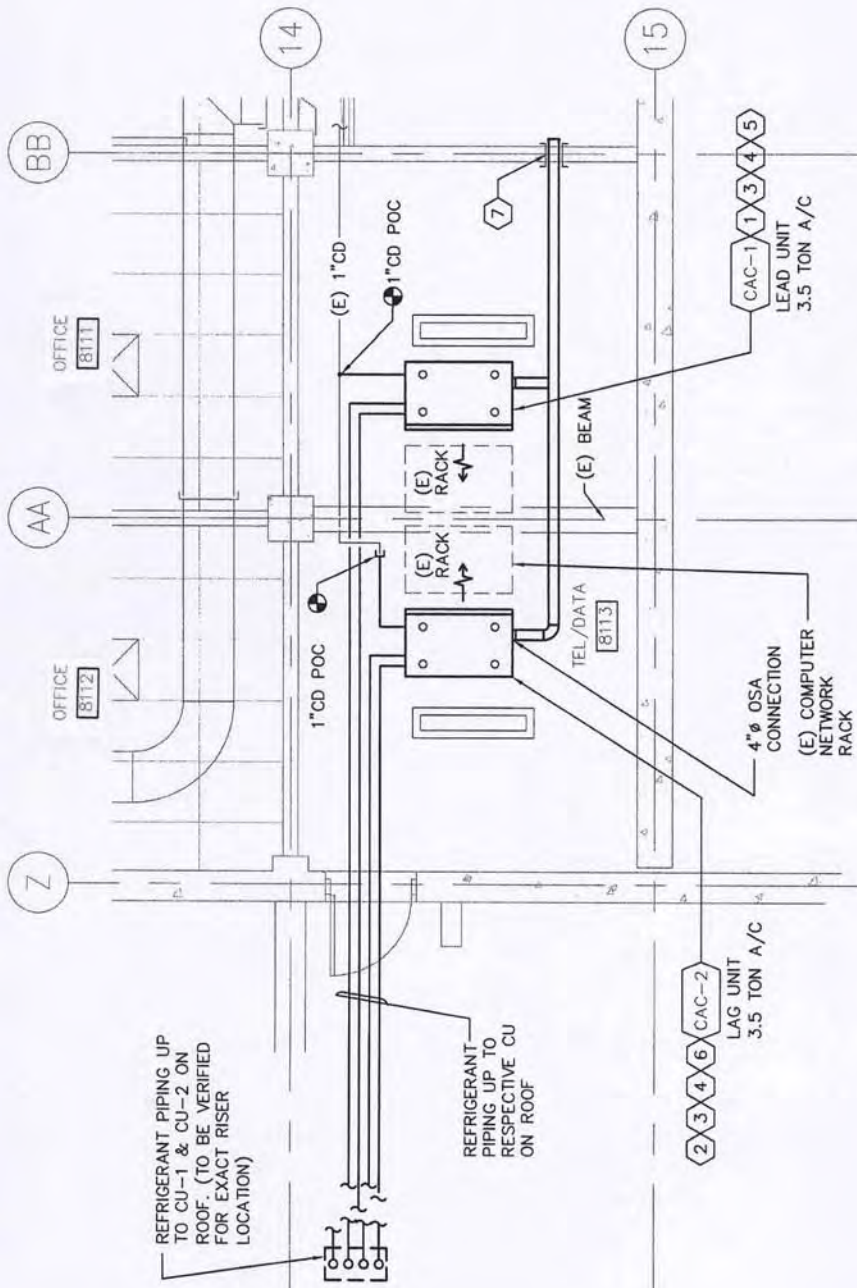


Revision:
 Date 11-16-10
 Scale: 1/4" = 1'-0"
 Project Number 07013
 Drawing Number MSKD-37

FILE NO. 43-C1
 APPL. NO. 01-110074
 07013.003.002

SHEET KEYNOTES

- 1 PHASE I: INSTALL CAC-1 & CU-1 SYSTEM. UNIT SHALL BE FULLY COMMISSIONED, STARTED UP AND FULLY OPERATIONAL PRIOR TO REMOVING (E) FANCOIL UNIT. SEE MSKD-37 FOR PHASE II REMOVAL OF (E) FANCOIL.
- 2 PHASE III: INSTALL CAC-2 & CU-2 SYSTEM AFTER (E) FANCOIL HAS BEEN COMPLETELY REMOVED.
- 3 PROVIDE EMERGENCY POWER AND WIRE TO BMS (TYP. 2 UNITS).
- 4 PROVIDE WIRING TO UNC UNIVERSAL NETWORK CONTROLLER & (E) UPS UNINTERRUPTED POWER SUPPLY.
- 5 WIRE CAC-1/CU-1 TO (E) BMS AS "LEAD" UNIT. SEE CONTROL SEQUENCE DETAIL.
- 6 WIRE CAC-2/CU-2 TO (E) BMS AS "LAG" UNIT. SEE CONTROL SEQUENCE DETAIL.
- 7 PROVIDE 4"Ø 24 GAUGE DUCT, FIRE CAULKING AT PENETRATION AND CAP DUCT WITH 1/2" WIREMESH. INSTALL SLEEVE AT PENETRATION & DUCT HANGER PER DSA APPROVED DETAIL SHOWN ON #7/M6.2/MSK-21



BUILDING 8 - PARTIAL 1ST FLOOR PLAN - MECHANICAL



PROJECT 2007-0731
 CONTACT Ben Cao
 717 Market Street
 Suite 500
 San Francisco, CA 94103
 TEL 415.488.7240
 FAX 415.488.7289
 www.interfaceengineering.com



Date Signed: 12/14/08

BCA
 architecture
 planning
 interiors
 210 Hammond Ave.
 Fremont, California 94539
 [T] 510.445.1000
 [F] 510.445.1005

Title: BUILDING 8 - PARTIAL 1ST FLOOR PLAN - MECHANICAL
 Project Name: CANADA COLLEGE - BUILDINGS 5 & 6 RENOVATIONS
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 FILE NO. 43-C1 APPL. 01-110074



Revision:
 Date 11-10-10
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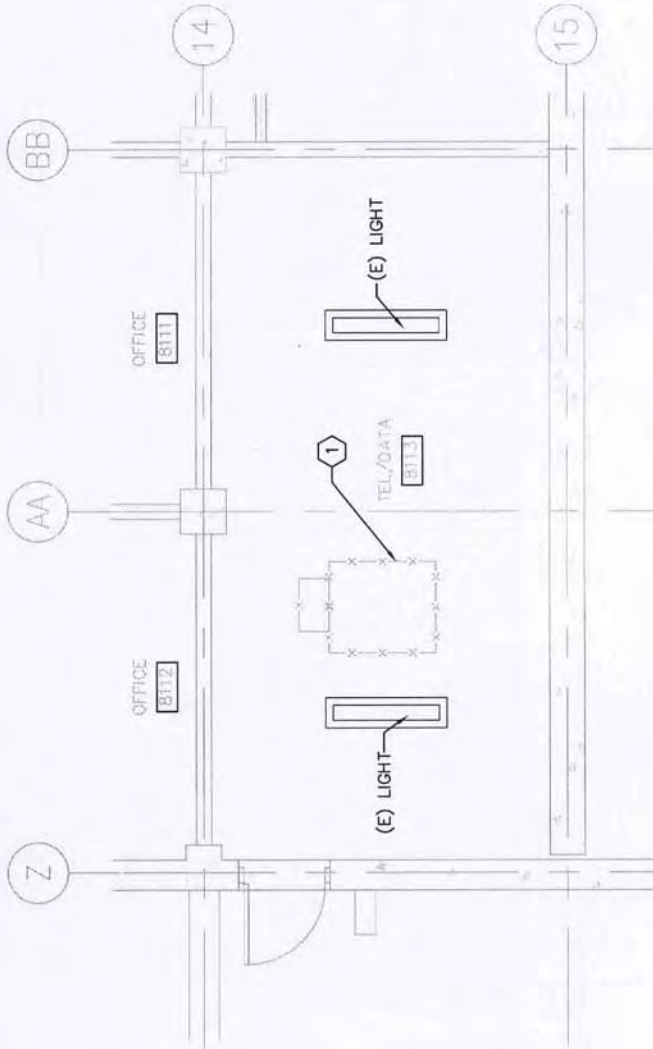
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GENERAL NOTES

A. EXISTING LUMINAIRES, CONTROLS, RECEPTACLES, AND DEVICES TO REMAIN UNLESS OTHERWISE NOTED.

SHEET KEYNOTES

1. DISCONNECT AND REMOVE ELECTRICAL CONNECTION COMPLETE BACK TO SOURCE FOR FAN COIL UNIT. COORDINATE PHASING OF DEMOLITION WORK WITH DIVISION 23.



**BUILDING 8 - PARTIAL
 1 FIRST FLOOR PLAN - DEMOLITION**

SCALE: 1/4"=1'-0"



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210 Hornwood Ave.
 Fremont, California 94539
 [T] 510.445.1000
 [F] 510.445.1005

Title:

DEMOLITION A/C UNIT - ELECTRICAL

Project Name:

CANADA COLLEGE - BUILDINGS 5 & 6 RENOVATIONS

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PROJECT: 2007-0731
 CONTRACT: Valeria Torres

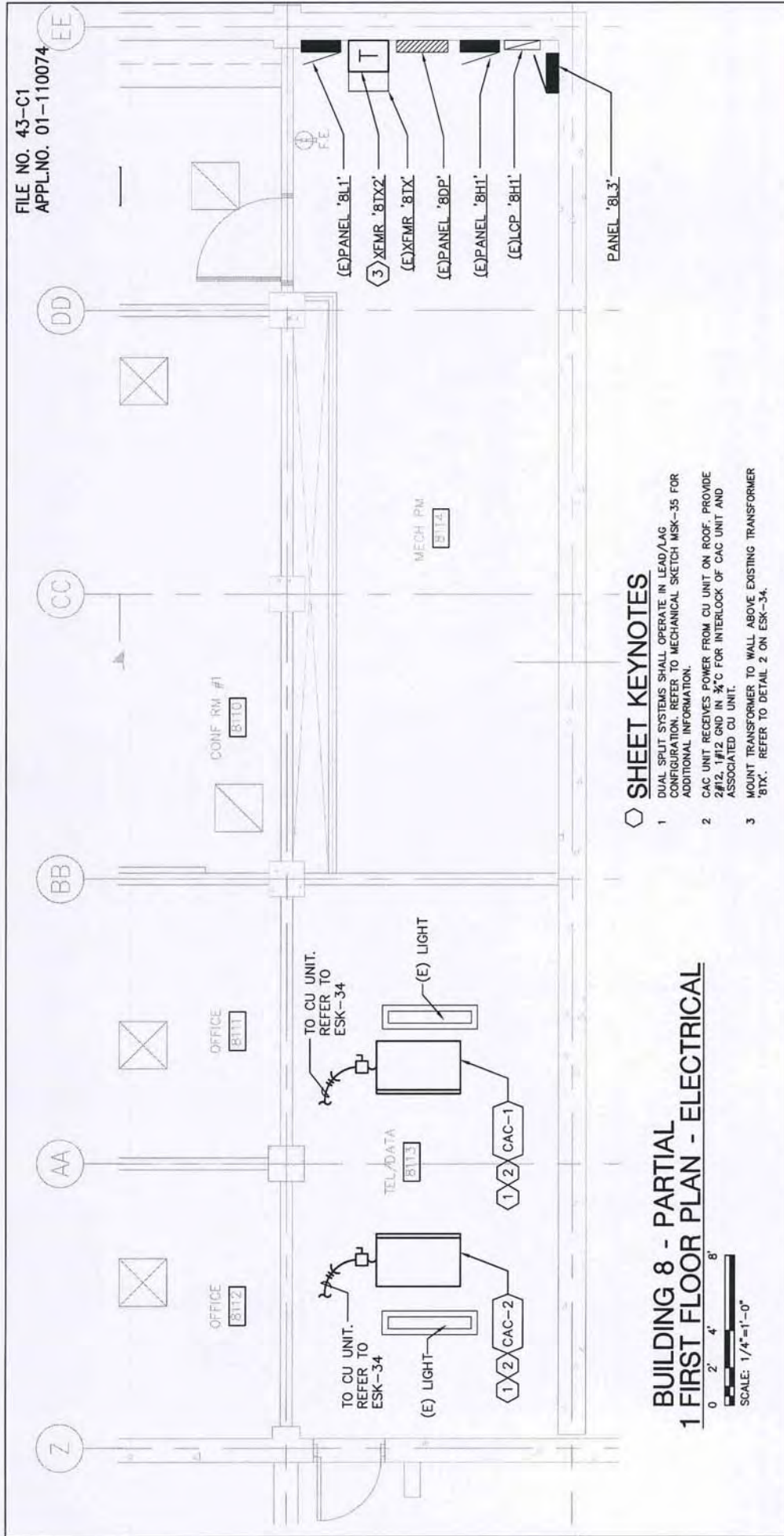
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717 Market Street
 Suite 500
 San Francisco, CA 94103
 TEL: 415.489.7240
 FAX: 415.489.7289
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Revision:

Date: 11-19-10
 Scale: 1/4" = 1'-0"
 Drawing Number: ESDD-32
 Project Number: 07013

FILE NO. 43-C1
APPL. NO. 01-110074



SHEET KEYNOTES

- 1 DUAL SPLIT SYSTEMS SHALL OPERATE IN LEAD/LAG CONFIGURATION. REFER TO MECHANICAL SKETCH MSK-35 FOR ADDITIONAL INFORMATION.
- 2 CAC UNIT RECEIVES POWER FROM CU UNIT ON ROOF. PROVIDE 2#12, 1#12 GND IN 3/4" FOR INTERLOCK OF CAC UNIT AND ASSOCIATED CU UNIT.
- 3 MOUNT TRANSFORMER TO WALL ABOVE EXISTING TRANSFORMER '8TX'. REFER TO DETAIL 2 ON ESK-34.

**BUILDING 8 - PARTIAL
1 FIRST FLOOR PLAN - ELECTRICAL**



Title:

PROPOSE NEW A/C UNIT - ELECTRICAL

Project Name:

CANADA COLLEGE - BUILDINGS 5 & 6 RENOVATIONS

4200 FARM HILL BOULEVARD
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FILE NO. 43-C1 APPL 01-110074



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[T] 510.445.1000
[F] 510.445.1005



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Project Number: 07013

PROJECT: 2007-0731
CONTRACT: Valeria Torres

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ENGINEERING

717 Market Street
Suite 500
San Francisco, CA 94103
TEL: 415.489.7240
FAX: 415.489.7289
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SHEET KEYNOTES

- PROVIDE NEW CIRCUIT BREAKER IN EXISTING SPACE. CIRCUIT BREAKER TO MATCH EXISTING IN MANUFACTURER AND AIC RATING.
- WALL MOUNT TRANSFORMER ABOVE EXISTING TRANSFORMER '8TX', LOCATED AT BUILDING 8, RM 8114.

LINE TYPE LEGEND

- NEW
- EXISTING TO REMAIN

FEEDER SCHEDULE

- 453 3 #6, 1 #10 GND., IN 1" C.
- 1004 4 #2, 1 #6 GND., IN 1-1/2" C.

Ckt. No.	Description / Location	Load (VA)	C.B. A/Pole	Note	Ph.	Description / Location	Load (VA)	C.B. A/Pole	Note	Ph.	Total Connected Load: Ph. A	Total Connected Load: Ph. B	Total Connected Load: Ph. C
1	CAC-1, CU-1	2,246 M	40/2	A	20/1	SPARE	2,246 M	40/2	A	20/1	4,492 VA	37 Amps	9.0 KVA
2	CAC-2, CU-2	2,246 M	40/2	B	20/1	SPARE	2,246 M	40/2	B	20/1	2,246 VA	19 Amps	0.0 KVA
3	SPARE	2,246 M	20/1	A	20/1	SPARE	2,246 M	20/1	A	20/1	2,246 VA	19 Amps	10.1 KVA
4	SPARE	2,246 M	20/1	B	20/1	SPARE	2,246 M	20/1	B	20/1			
5	SPARE	2,246 M	20/1	C	20/1	SPARE	2,246 M	20/1	C	20/1			
6	SPARE	2,246 M	20/1	A	20/1	SPARE	2,246 M	20/1	A	20/1			
7	SPARE	2,246 M	20/1	B	20/1	SPARE	2,246 M	20/1	B	20/1			
8	SPARE	2,246 M	20/1	C	20/1	SPARE	2,246 M	20/1	C	20/1			
9	SPARE	2,246 M	20/1	A	20/1	SPARE	2,246 M	20/1	A	20/1			
10	SPARE	2,246 M	20/1	B	20/1	SPARE	2,246 M	20/1	B	20/1			
11	SPARE	2,246 M	20/1	C	20/1	SPARE	2,246 M	20/1	C	20/1			
12	SPARE	2,246 M	20/1	A	20/1	SPARE	2,246 M	20/1	A	20/1			
13	SPARE	2,246 M	20/1	B	20/1	SPARE	2,246 M	20/1	B	20/1			
14	SPARE	2,246 M	20/1	C	20/1	SPARE	2,246 M	20/1	C	20/1			
15	SPARE	2,246 M	20/1	A	20/1	SPARE	2,246 M	20/1	A	20/1			
16	SPARE	2,246 M	20/1	B	20/1	SPARE	2,246 M	20/1	B	20/1			
17	SPARE	2,246 M	20/1	C	20/1	SPARE	2,246 M	20/1	C	20/1			
18	SPARE	2,246 M	20/1	A	20/1	SPARE	2,246 M	20/1	A	20/1			
19	SPARE	2,246 M	20/1	B	20/1	SPARE	2,246 M	20/1	B	20/1			
20	SPARE	2,246 M	20/1	C	20/1	SPARE	2,246 M	20/1	C	20/1			
21	SPARE	2,246 M	20/1	A	20/1	SPARE	2,246 M	20/1	A	20/1			
22	SPARE	2,246 M	20/1	B	20/1	SPARE	2,246 M	20/1	B	20/1			
23	SPARE	2,246 M	20/1	C	20/1	SPARE	2,246 M	20/1	C	20/1			
24	SPARE	2,246 M	20/1	A	20/1	SPARE	2,246 M	20/1	A	20/1			
25	SPARE	2,246 M	20/1	B	20/1	SPARE	2,246 M	20/1	B	20/1			
26	SPARE	2,246 M	20/1	C	20/1	SPARE	2,246 M	20/1	C	20/1			
27	SPARE	2,246 M	20/1	A	20/1	SPARE	2,246 M	20/1	A	20/1			
28	SPARE	2,246 M	20/1	B	20/1	SPARE	2,246 M	20/1	B	20/1			
29	SPARE	2,246 M	20/1	C	20/1	SPARE	2,246 M	20/1	C	20/1			
30	SPARE	2,246 M	20/1	A	20/1	SPARE	2,246 M	20/1	A	20/1			
Panel Connected Load: 9.0 KVA Sub-Fed Connected Load: 0.0 KVA Total Demand Load: 10.1 KVA													

120/208V, 3 Ph., 4 W.; 100A Bus with 100A Main Circuit Breaker
Surface Mounted, Lighting & Appliance Branch Panelboard

2007-0731.14
14K AC

Panel '8L3'

(E) DIST. PANEL '8DP'
225A, 277/480V, 3ø, 4W
LOCATED AT BLDG. 8, RM 8114

2 XEMR-8TX2
30KVA, 480-120/208V
3ø, 4W

453

1004

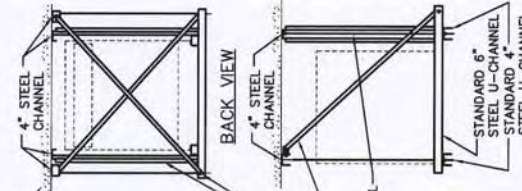
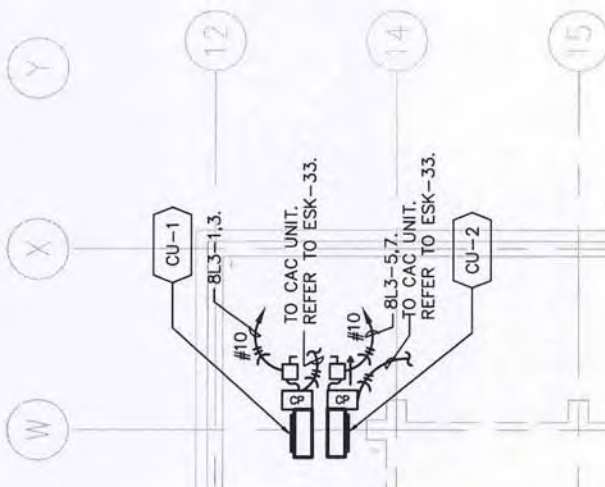
PANEL '8L3'

#8

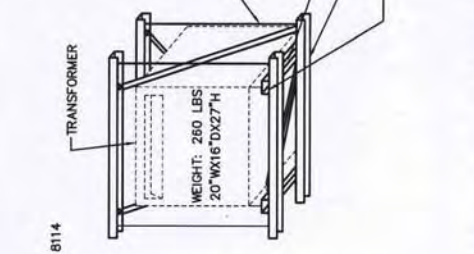
1 45A 3P

NO SCALE

NO SCALE



- NOTES:**
- ALL FASTENERS TO BE NUT AND JAM NUT TYPE.
 - ALL BOLTS TO BE 3/8" STEEL GRADE #6.
 - FASTEN UNISTRUT CHANNEL TO CONCRETE DECK USING 1/2" ø x 2" EMBED KB-TZ (TYPICAL).



1 PARTIAL SINGLE LINE DIAGRAM **2 TRANSFORMER MOUNTING DETAIL** **3 PARTIAL ROOF PLAN - ELECTRICAL**

BCA
architecture
planning
interiors
210 Hammond Ave.
Fremont, California 94539
[T] 510.445.1000
[F] 510.445.1005

INTERFACE ENGINEERING
PROJECT: 2007-0731
CONTRACT: Valeria Torres
717 Market Street
Suite 500
San Francisco, CA 94103
TEL: 415.489.7240
FAX: 415.489.8989
www.interfaceengineering.com



Date Signed: 1/1/11

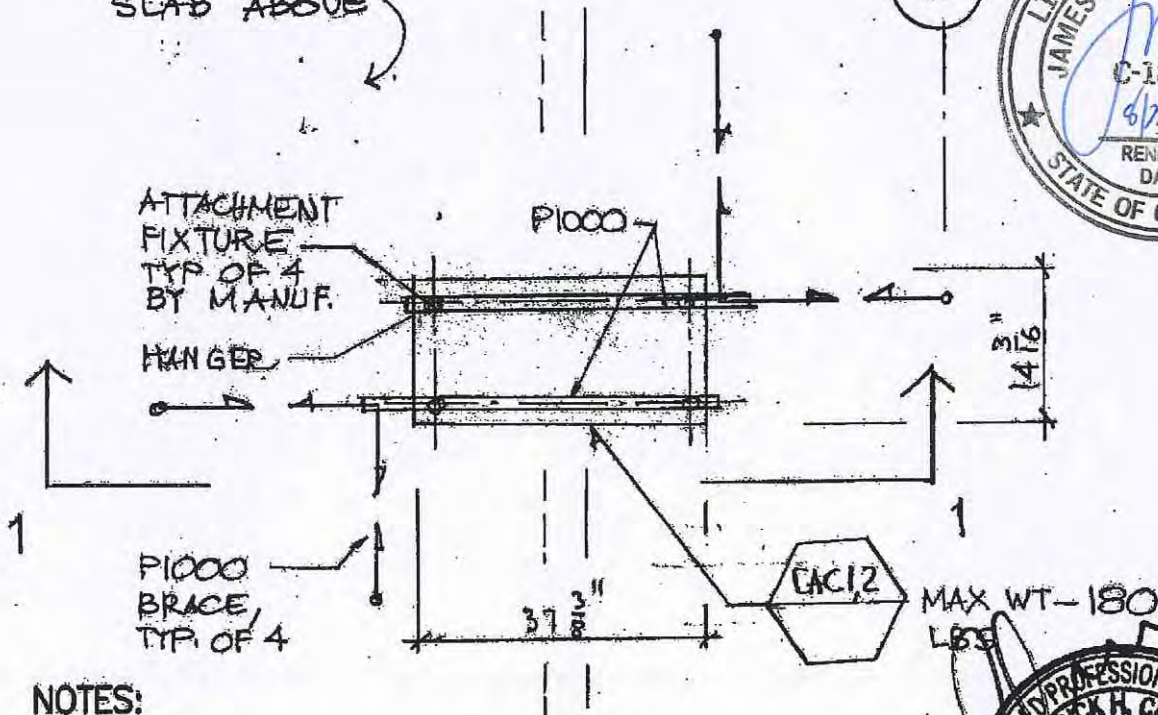
Revision:

Date: 11-10-10
Scale: 1/4" = 1'-0"
Project Number: 07013
Drawing Number: ESK-34

BCA
PARTIAL ROOF PLAN - ELECTRICAL
Project Name: CANADA COLLEGE - BUILDINGS 5 & 6 RENOVATIONS
4200 FARM HILL BOULEVARD
REDWOOD CITY, CA 94061
FILE NO. 43-C1 APPL. 01-110074

FILE NO. 43-C1
 APPL. NO. 01-110074
 07013.003.002

[E] CONCRETE
 SLAB ABOVE



NOTES:

FOR DETAILS NOT SHOWN OR NOTED, SEE ELEVATION ON SHT SSK-14.2

CAC UNIT ANCHORAGE PLAN

SCALE: N.T.S.



BCA

architecture
 planning
 interiors

210 Hammond Ave.
 Fremont, California 94539
 [T] 510.445.1000
 [F] 510.445.1005

Title: **MPOE ROOM EQUIPMENT**

Project Name:
 CANADA COLLEGE - BUILDINGS 5 & 6 RENOVATIONS
 SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
 4200 FARM HILL BOULEVARD
 REDWOOD CITY, CA 94061
 FILE NO. 43-C1 APPL. 01-110074

Revision: -

Date
 10/27/10

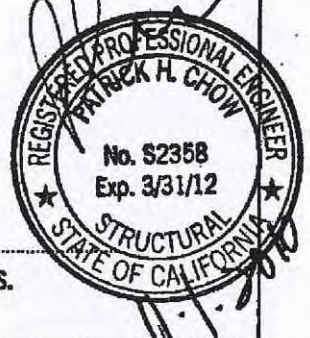
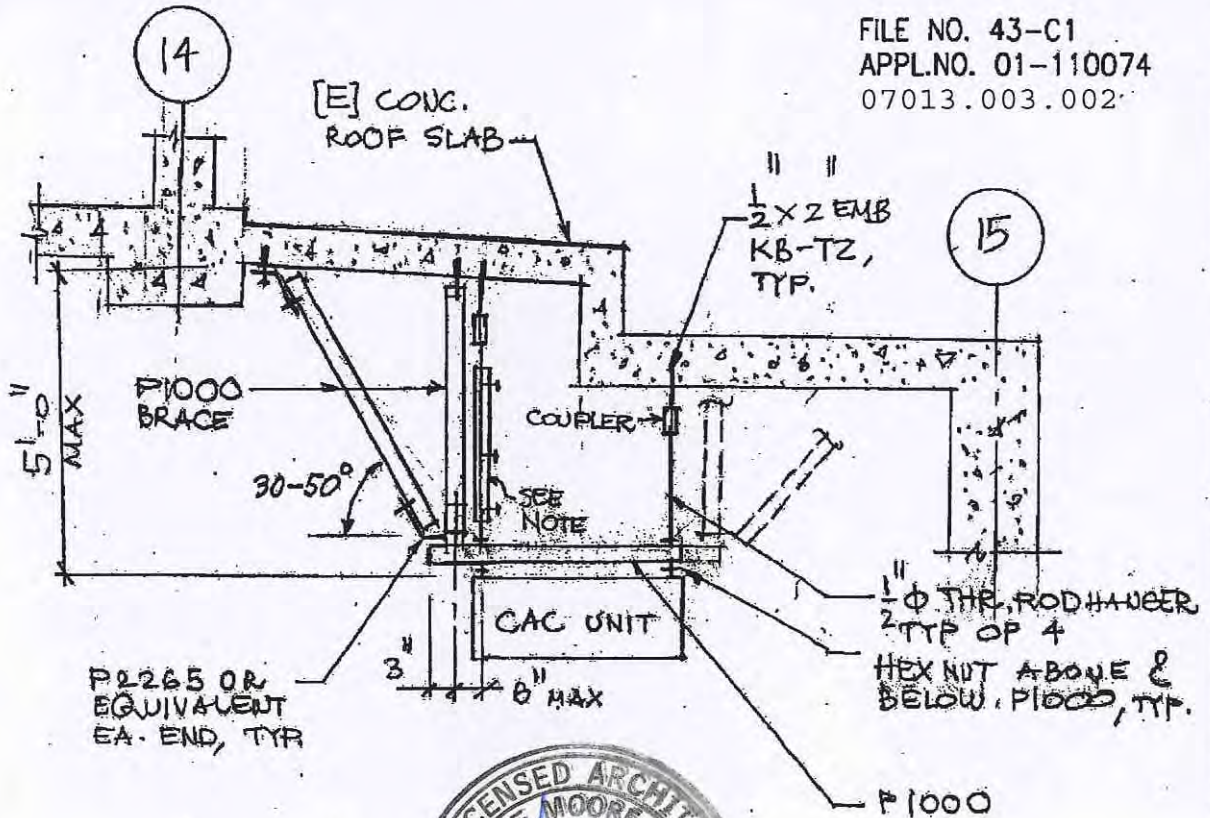
Scale
 AS NOTED

Project Number
 07013

Drawing Number

SSK-14.1

FILE NO. 43-C1
 APPL. NO. 01-110074
 07013.003.002



NOTE:

FOR HANGERS LONGER THAN 28", USE P1000 STIFFENERS ON EACH HANGER, WITH P2485 CRADLE CLIPS AT 16" O.C.

ELEVATION 1-1

REF. :
 ARCH. DWG. A6.1 by BC/A BLDG. B

SCALE: N.T.S.

BC | A

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210 Hammond Ave.
 Fremont, California 94539
 [T] 510.445.1000
 [F] 510.445.1005

Title: **MPOE ROOM EQUIPMENT**

Project Name:
 CANADA COLLEGE - BUILDINGS 5 & 6 RENOVATIONS
 SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
 4200 FARM HILL BOULEVARD
 REDWOOD CITY, CA 94061
 FILE NO. 43-C1 APPL. 01-110074

Revision: -

Date
 10/27/10

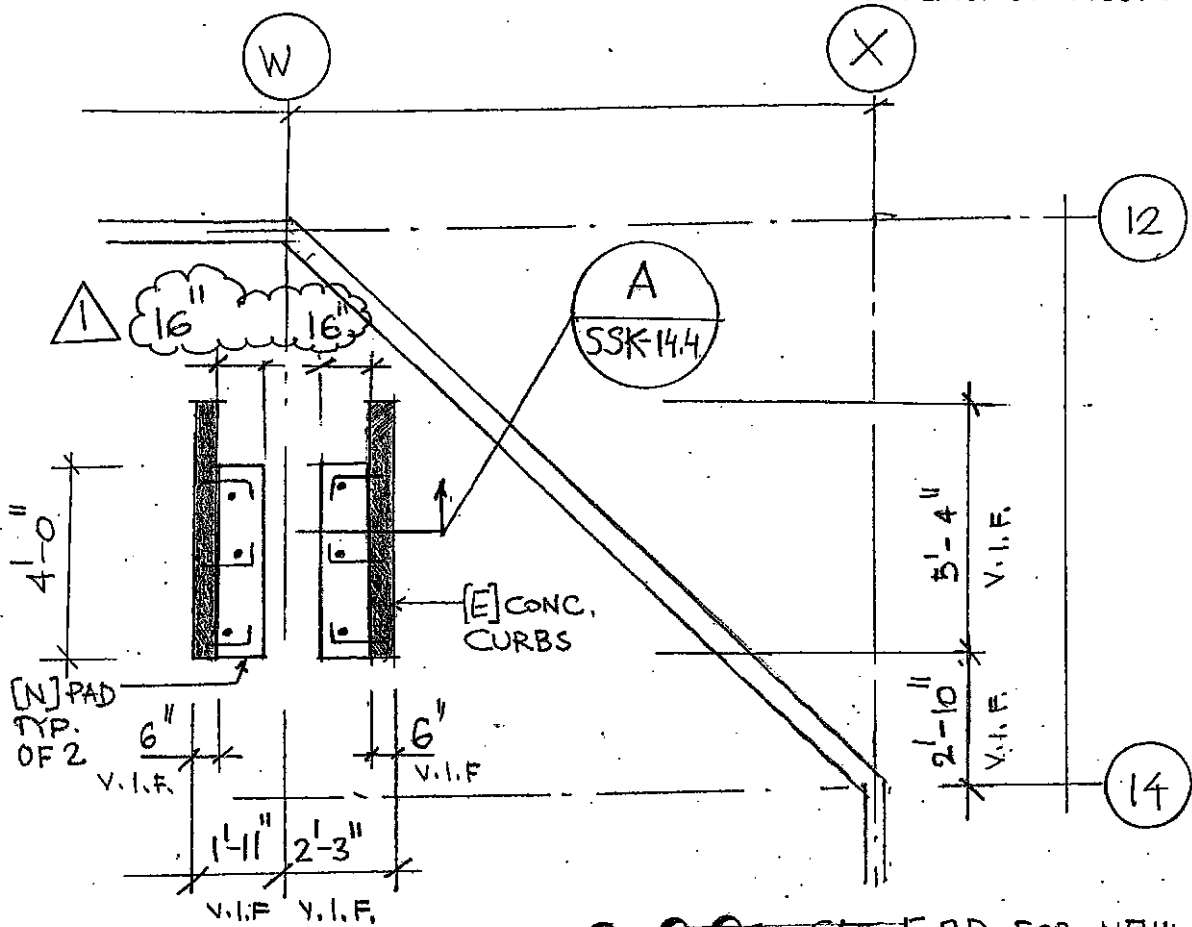
Scale
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Project Number
 07013

Drawing Number

SSK-14.2

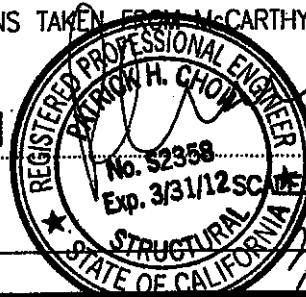
FILE NO. 43-C1
 APPL.NO. 01-110074



NOTES:

EXISTING CONCRETE CURB LOCATIONS AND DIMENSIONS TAKEN FROM MCCARTHY BUILDING Co. FIELD OBSERVATION DATA, SUBMITTED 10/26/2010

PARTIAL ROOF PLAN



architecture
 planning
 interiors

210 Hammond Ave.
 Fremont, California 94539
 [T] 510.445.1000
 [F] 510.445.1005

Title:
MPOE ROOM EQUIPMENT

Project Name:
 CANADA COLLEGE - BUILDINGS 5 & 6 RENOVATIONS
 SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
 4200 FARM HILL BOULEVARD
 REDWOOD CITY, CA 94061
 FILE NO. 43-C1 APPL. 01-110074

Revision:



3/01/11

Date
 10/27/10

Drawing Number

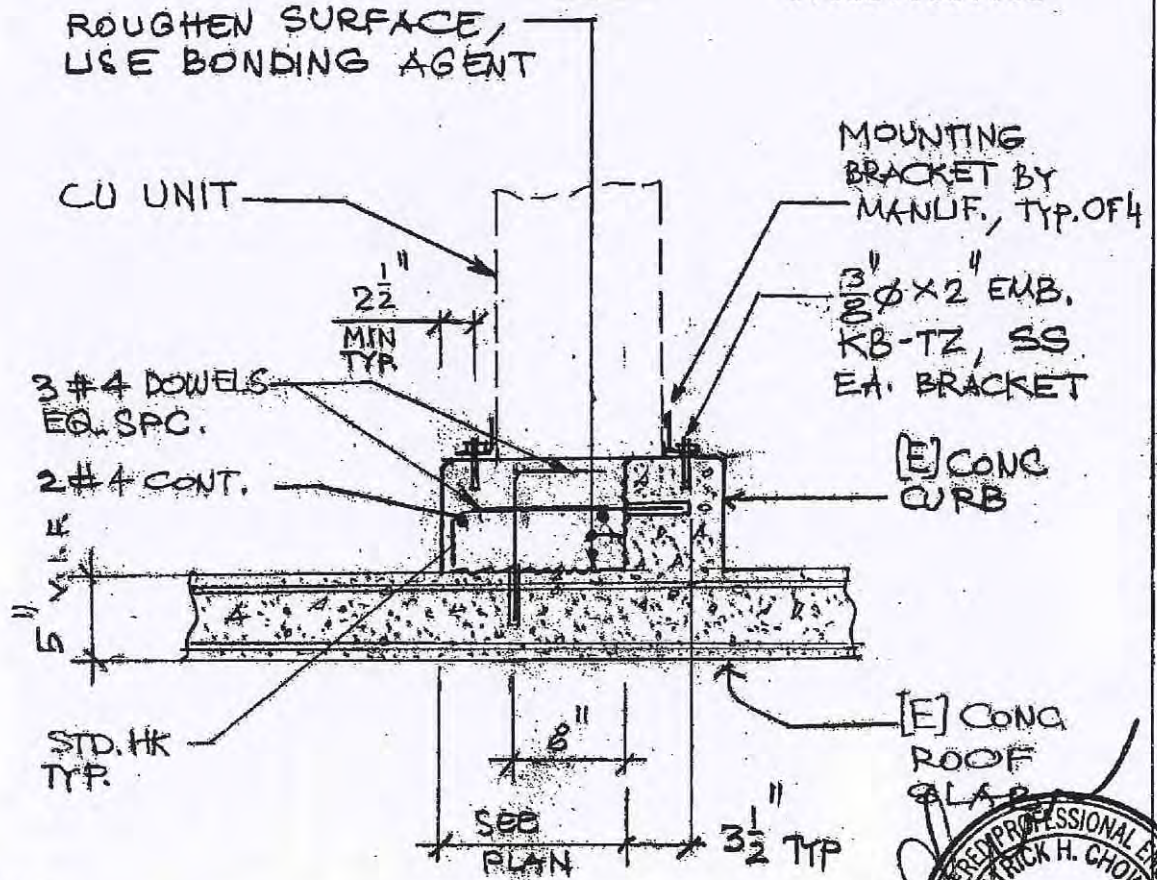
Scale
 AS NOTED

SSK-14.3

Project Number
 07D13



FILE NO. 43-C1
 APPL. NO. 01-110074
 07013.003.002



NOTES:

1. EXISTING CONCRETE CURB DIMENSIONS TAKEN FROM MCCARTHY BUILDING Co. FIELD OBSERVATION DATA, SUBMITTED 10/26/2010
2. SCAN PRIOR TO DRILLING. DO NOT CUT ANY REBAR

CONCRETE PAD TO [E] ROOF SLAB / CURB

SCALE: N.T.S.



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 planning
 interiors

210 Hammond Ave.
 Fremont, California 94539
 [T] 510.445.1000
 [F] 510.445.1005

Title:

MPOE ROOM EQUIPMENT

Project Name:

CANADA COLLEGE - BUILDINGS 5 & 6 RENOVATIONS
 SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
 4200 FARM HILL BOULEVARD
 REDWOOD CITY, CA 94061
 FILE NO. 43-C1 APPL. 01-110074

Revision:

Date
 10/27/10

Scale
 AS NOTED

Project Number
 07013

Drawing Number

SSK-14.4

SUPPLEMENTAL STRUCTURAL CALCULATIONS

**CANADA COLLEGE
BUILDINGS 5 & 6 RENOVATION
(MPOE ROOM EQUIPMENT SUPPORT)**

4200 Farm Hill Blvd
Redwood City, CA 94061

CLIENT:
BC/A Inc
210 Hammond Avenue
Fremont, CA 94539

STRUCTURAL ENGINEER:
Rinne & Peterson
1121 San Antonio Road, Suite C200
Palo Alto, CA 94303
(650) 428-2860

R&P # M7249-14

October 28, 2010





DESIGN CAC -1 and CAC -2 SUPPORT AND ANCHORAGE in MPOE ROOM

TEL/DATA 8113

Site address: 4200 Farm Hill Blvd
Redwood City, CA 94061

Total operating weight of Unit $W_p := 165$ lbs

DESIGN CODE
IBC 2006

Location : Canada College Building ,
MPOE Room, suspended to Low Roof
5" thick concrete slab

A. Seismic Force Calculation:

$S_s := 2.386$ $S_1 := 1.737$ $SD_s := \frac{2S_s}{3}$ $SD_s = 1.591$

$R_p := 2.0$ $z := 1$ See ASCE 7-05, Table 13.6-1

$I_p := 1.5$ $h := 1$ $a_p := 2.5$ site Class D

Horizontal seismic force, F_p for non-structural component (most severe combination of seismic coefficients used) :

$$F_p := .4 \cdot a_p \cdot SD_s \cdot \frac{W_p}{\left(\frac{R_p}{I_p}\right)} \cdot \left(1 + 2 \cdot \frac{z}{h}\right) \cdot 1.3 \quad F_p = 767.7 \quad \text{lbs} \quad \text{Equation 13.3-1 with 1.3 factor}$$

Corresponding acceleration

$$S_{top} := \frac{F_p}{W_p} \quad S_{top} = 4.653 \quad \text{g}$$

Maximum horizontal force

$$F_{pmax} := 1.6 \cdot SD_s \cdot I_p \cdot W_p \quad F_{pmax} = 629.9 \quad \text{lbs} \quad \text{Equation 13.3-2}$$

Minimum horizontal force

$$F_{pmin} := .3 \cdot SD_s \cdot I_p \cdot W_p \quad F_{pmin} = 118 \quad \text{lbs} \quad \text{Equation 13.3-3}$$



B. Equipment Data:

General Dimensions in plane:

$$Y := 14 + \frac{3}{16} \quad X := 37 + \frac{3}{8} \quad X = 37.4 \text{ in} \quad Y = 14.2 \text{ in}$$

Supports Locations From Gravity Center :

$$Y1 := \frac{2}{3} \cdot Y \quad Y2 := Y - Y1 \quad Y2 = 4.7 \text{ in}$$

$$X1 := \frac{2}{3} \cdot X \quad X2 := X - X1 \quad X2 = 37.4 \text{ in}$$

Center of Gravity Height $Z_{cg} := 37.125 \cdot \frac{2}{3} \quad Z_{cg} = 24.8 \text{ in}$

Gravity support reactions

$$R_0 := \frac{X2 \cdot Y2}{X \cdot Y} \cdot W_p \quad R_1 := \frac{X1 \cdot Y2}{X \cdot Y} \cdot W_p \quad R_2 := \frac{X1 \cdot Y1}{X \cdot Y} \cdot W_p \quad R_3 := \frac{X2 \cdot Y1}{X \cdot Y} \cdot W_p$$

$$R_0 = 55 \text{ lbs} \quad R_1 = 0 \text{ lbs} \quad R_2 = 0.1 \text{ lbs} \quad R_3 = 109.9 \text{ lbs}$$

$$\sum R = 165 \text{ lbs}$$

Reactions checked OK

$$R = \begin{pmatrix} 54.97 \\ 0.03 \\ 0.05 \\ 109.95 \end{pmatrix} \begin{array}{l} \text{Reaction on support \# 1} \\ \text{Reaction on support \# 2} \\ \text{Reaction on support \# 3} \\ \text{Reaction on support \# 4} \end{array}$$

see Fig. 1 for
plan and
designations
- typical for all
load cases and
combinations

Lateral Force (ASD level) $F := \frac{F_p}{1.4} \quad F = 548.4 \text{ lbs}$

Overturning Moment $M_{ot} := F \cdot Z_{cg} \quad M_{ot} = 13572 \text{ lbin}$

Vertical seismic component action to support reactions:

$$S_v := -0.2 \cdot R \quad S_v = \begin{pmatrix} -10.9948 \\ -0.0052 \\ -0.0105 \\ -21.9895 \end{pmatrix} \text{ lbs}$$



Support reactions
from seismic force
acting X - direction

$$R_{otx_0} := \frac{-M_{ot} \cdot .5}{X}$$

$$R_{otx_0} = -181.6 \text{ lbs}$$

$$R_{otx_1} := R_{otx_0}$$

$$R_{otx_2} := \frac{M_{ot} \cdot .5}{X}$$

$$R_{otx_2} = 181.6 \text{ lbs}$$

$$R_{otx_3} := R_{otx_2}$$

Support reactions
from seismic force
acting Y - direction

$$R_{oty_0} := \frac{-M_{ot} \cdot .5}{Y}$$

$$R_{oty_0} = -478.3 \text{ lbs}$$

$$R_{oty_3} := R_{oty_0}$$

$$R_{oty_2} := \frac{M_{ot} \cdot .5}{Y}$$

$$R_{oty_2} = 478.3 \text{ lbs}$$

$$R_{oty_1} := R_{oty_2}$$

SEISMIC
LOAD CASES
SUMMARY

$$R = \begin{pmatrix} 55 \\ 0 \\ 0.1 \\ 109.9 \end{pmatrix}$$

$$R_{otx} = \begin{pmatrix} -181.6 \\ -181.6 \\ 181.6 \\ 181.6 \end{pmatrix}$$

$$R_{oty} = \begin{pmatrix} -478.3 \\ 478.3 \\ 478.3 \\ -478.3 \end{pmatrix}$$

Design load combinations
for maximum and minimum
vertical reactions, including
both directions of seismic
force, DL reactions taken
90%

$$P1 := R \cdot .9 + S_v + R_{otx} + .3R_{oty}$$

$$P1 = \begin{pmatrix} -286.6 \\ -38.1 \\ 325.1 \\ 115 \end{pmatrix}$$

$$P2 := R \cdot .9 + S_v - R_{otx} - .3R_{oty}$$

$$P2 = \begin{pmatrix} 363.5 \\ 38.1 \\ -325 \\ 38.9 \end{pmatrix}$$

$$P3 := R \cdot .9 + S_v + R_{oty} + .3R_{otx}$$

$$P3 = \begin{pmatrix} -494.3 \\ 423.8 \\ 532.8 \\ -346.9 \end{pmatrix}$$

$$P4 := R \cdot .9 + S_v - R_{oty} - .3R_{otx}$$

$$P4 = \begin{pmatrix} 571.3 \\ -423.8 \\ -532.7 \\ 500.8 \end{pmatrix}$$



Downward

$\max(P1, P2, P3, P4) = 571.3$ lbs

Uplift

$\min(P1, P2, P3, P4) = -532.7$ lbs

Distribution of shear to supports:

$$V := \frac{F}{W_p} \cdot R$$

$\sum V = 548.4$ lbs OK

$V_b := \max(V)$ $V_b = 365.4$ lbs

$$v = \begin{pmatrix} 182.7 \\ 0.1 \\ 0.2 \\ 365.4 \end{pmatrix}$$

ENVELOPE CORNER FORCES

Tension $P_{bt} := \min(P1, P2, P3, P4)$ $P_{bt} = -532.7$ lbs

Compression $P_{bc} := \max(P1, P2, P3, P4)$ $P_{bc} = 571.3$ lbs

Shear $V_b = 365.4$ lbs

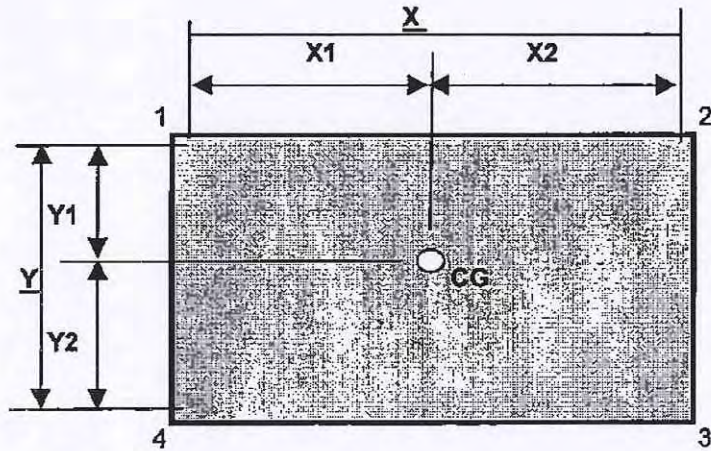


FIG. 1. PLAN SCHEME AND DESIGNATIONS



DESIGN EXPANSION ANCHOR
to concrete slab - KB-TZ 1917*
(revision 2009)

see p. for analysis data.

$$P_u := 1.4 \cdot 533$$

$$V_u := 365 \cdot 1.4$$

Concrete

$$P_u = 746 \text{ lbs}$$

$$V_u = 511 \text{ lbs}$$

$$f_c := 3000 \text{ psi}$$

Considering slab thickness: $B := 5 \text{ in}$

edge distances:

$$c1 := 4 \quad c2 := 4 \quad c3 := 4 \quad c4 := 4 \quad \text{in}$$

Shear in bolt

$$V_u := V_u \cdot \frac{1}{1000}$$

$$V_u = 0.5 \text{ kips}$$

Tension in bolt

$$P_u := \frac{P_u}{1000}$$

$$P_u = 0.746 \text{ kips}$$

Bolt length and
embedment

$$L_{\text{bolt}} := 2 \text{ in}$$

Bolt diameter - 1/2 in. Tensile Area

$$A_{\text{sc}} := .101 \text{ in}^2$$

$$f_{\text{uta}} := 1.9 \cdot 56$$

$$f_{\text{uta}} = 106.4 \text{ ksi}$$

$d_0 := 0.5 \text{ in}$ number of anchors

$$n := 1$$

Determine Tension Capacity

Reduce h_{ef}
due to D5.2.3

$$h_{\text{ef1}} := \frac{c3}{1.5}$$

$$h_{\text{ef1}} = 2.667 \text{ in}$$

Use

$$h_{\text{ef}} := \min(L_{\text{bolt}}, h_{\text{ef1}})$$

$$h_{\text{ef}} = 2$$

in

Nominal strength of anchor
steel

$$N_{\text{sa}} := A_{\text{sc}} \cdot f_{\text{uta}}$$

$$N_{\text{sa}} = 10.7$$

$$\text{kips} \quad \text{Eq. D-3}$$

Available strength of anchor

$$\phi N_{\text{sa}} := .75 \cdot N_{\text{sa}}$$

$$\phi N_{\text{sa}} = 8.1$$

kips

Determine Breakout Area

$$A_{\text{Nco}} := 9 \cdot h_{\text{ef}}^2$$

$$A_{\text{Nco}} = 36$$

in²

Actual projected Area

$$A_{\text{Nc}} := (2 \cdot 1.5 \cdot h_{\text{ef}}) \cdot (2 \cdot 1.5 \cdot h_{\text{ef}})$$

$$A_{\text{Nc}} = 36 \text{ in}^2$$

$$\psi_{\text{ecN}} := 1$$

$$k_{\text{uncr}} := 24$$

$$k_{\text{cr}} := 17$$

$$\psi_{\text{edN}} := .7 + .3 \cdot \frac{c1}{1.5 \cdot h_{\text{ef}}}$$

$$\psi_{\text{edN}} = 1.1$$

$$\Psi_{\text{edN}} := \min(1, \psi_{\text{edN}})$$

$$\Psi_{\text{edN}} = 1$$



$$\psi_{cN} := \frac{k_{uncr}}{k_{cr}}$$

$$\psi_{cN} = 1.41$$

$$N_{b1} := \frac{17 \cdot \sqrt{f_c} \cdot h_{ef}^{1.5}}{1000}$$

$$N_{b1} = 2.6 \quad \text{kips} \quad \text{Eq. D-7}$$

$$N_{b2} := \frac{16 \cdot \sqrt{f_c} \cdot h_{ef}^{1.67}}{1000}$$

$$N_{b2} = 2.8 \quad \text{kips} \quad \text{Eq. D-8}$$

$$\psi_{cpN} := 1$$

$$N_b := \min(N_{b1}, N_{b2}) \quad N_b = 2.6 \quad \text{kips}$$

Determine nominal concrete breakout strength :

$$N_{cb} := \frac{A_{Nc}}{A_{Nco}} \cdot \psi_{ecN} \cdot \psi_{edN} \cdot \psi_{cN} \cdot \psi_{cpN} \cdot N_b$$

$$N_{cb} = 4.09 \quad \text{kips}$$

per ACI 318-05 Appendix D, D4.5 for post-installed anchor governed by concrete breakout, with condition A potential concrete failure surfaces are crossed by supplementary reinforcement

$$\phi := .65$$

$$\text{Available strength in tension} \quad \phi N_{cb} := \phi \cdot N_{cb} \quad \phi N_{cb} = 2.7 \quad \text{kips}$$

Side blowout mode N/A, due to ea way slab reinforcing at anchorage locations.

Governing mode in tension available strength

$$\phi P_{an} := \min(\phi N_{sa}, \phi N_{cb}) \quad \phi P_{an} = 2.7 \quad \text{kips}$$

Determine Shear Capacity

Steel

$$\text{per ESR-1917, use} \quad V_{seis} := 6.405 \quad \text{kips} \quad \phi V_{sa} := V_{seis} \cdot .65 \quad \phi V_{sa} = 4.2 \quad \text{kips}$$

Concrete breakout

$$A_{Vc} := (2 \cdot 1.5 \cdot c1) \cdot (h_{ef} + 1.5 \cdot c1) \quad A_{Vc} = 96 \quad \text{in}^2$$

$$A_{Vc0} := 4.5 \cdot c1^2 \quad A_{Vc0} = 72 \quad \text{in}^2$$

$$\psi_{ecV} := 1$$

$$\psi_{edV} := 0.7 + \frac{c1}{1.5 \cdot h_{ef}}$$

$$V_b := 8 \cdot \left(\frac{h_{ef}}{d_0}\right)^2 \cdot \sqrt{d_0} \cdot \sqrt{f_c} \cdot c1^{1.5} \quad V_b = 3271 \quad \text{lbs} \quad \text{Eq. D-25}$$

$$\psi_{cV} := 1$$

$$\psi_{edV} = 2 \quad \text{use} \quad \psi_{edV} := 1 \quad \text{Eq. D-22}$$



$$\phi := .65 \quad k_{\text{groutpad}} := 1 \quad V_{cb} := \frac{A_{vc}}{A_{vc0}} \cdot \frac{\psi_{ec} V \cdot \psi_{ed} V \cdot \psi_{cv} \cdot V_b}{1000} \quad V_{cb} = 4.4 \quad \text{kips}$$

$$\phi V_{cb} := \phi \cdot V_{cb} \cdot k_{\text{groutpad}} \quad \phi V_{cb} = 2.8 \quad \text{kips}$$

Check pryout strength $k_{cp} := 2 \quad h_{ef} = 2 \quad \text{in, more than 2.5 in}$

$$\phi := .65 \quad V_{cpg} := k_{cp} \cdot N_{cb} \cdot .75 \quad V_{cpg} = 6.13 \quad \text{kips} \quad \text{Eq. D-30 \& D.3.3.3}$$

$$\phi V_{cpg} := \phi \cdot V_{cpg} \quad \phi V_{cpg} = 3.99 \quad \text{kips}$$

Governing mode shear available strength $\phi V_{an} := \min(\phi V_{sa}, \phi V_{cb}, \phi V_{cpg}) \quad \phi V_{an} = 2.8 \quad \text{kips}$

Verify interaction of tensile and shear forces

$$V_u = 0.51 \quad \text{k} \quad \frac{V_u}{\phi V_{an}} = 0.18 \quad \text{D.7.1}$$

$$\phi V_{an} = 2.8 \quad \text{k}$$

Check for tension:

$$P_u = 0.7 \quad \text{k} \quad \frac{P_u}{\phi P_{an}} = 0.28 \quad \text{if}(P_u < \phi P_{an}, \text{"OK"}, \text{"NG"}) = \text{"OK"} \quad \text{D.7.2}$$

$$\phi P_{an} = 2.7 \quad \text{k}$$

$$\text{if}(V_u < \phi V_{an}, \text{"OK"}, \text{"NG"}) = \text{"OK"}$$

Check interaction:

$$\frac{P_u}{\phi P_{an}} + \frac{V_u}{\phi V_{an}} = 0.46$$

less than 1.2, therefore OK

Check conditions ACI 318-05, D8 - required edge distances, spacings - to preclude splitting failure:

$$s_{p_{\min}} := 4 \cdot d_0 \quad s_{p_{\min}} = 2 \quad \text{in} \quad \text{less than 10 in - actual spacing}$$

$$e_{d_{\min}} := 6 \cdot d_0 \quad e_{d_{\min}} = 3 \quad \text{in} \quad \text{actual} \quad c_1 = 4 \quad \text{in, therefore - OK}$$

Supplemental reinforcement provided - OK.

Use 4 - 1/2" KB-TZ . 2" emb.
at unit hangers to concrete
slab

DESIGN HANGER

$P_{max} = 572 \#$ compression

$P_{min} = 533 \#$ tension

for tension OK - by insp.

Try $\frac{1}{2}$ " thr. rods - 36" long

$L_0 = 36 - 2 = 34"$

$r = .28 \times .5 = .14"$

$KL/r = 34 / .14 = 242 > 200$

$F_c^{(200)} = 3.76 \text{ ksi}$ (Manual Tab 4-22)

$N_c^{(200)} = 1.96 \times 3.76 = 737 \#$

$L_0^{200} = 200 \times .14 = 28"$

$A = 0.136 \text{ in}^2$

For hangers longer $2'-4"$, use P1000 stiffeners w/ CRADLE CLIPS @ 18" see UNISTRUT P 2485

DESIGN BRACE

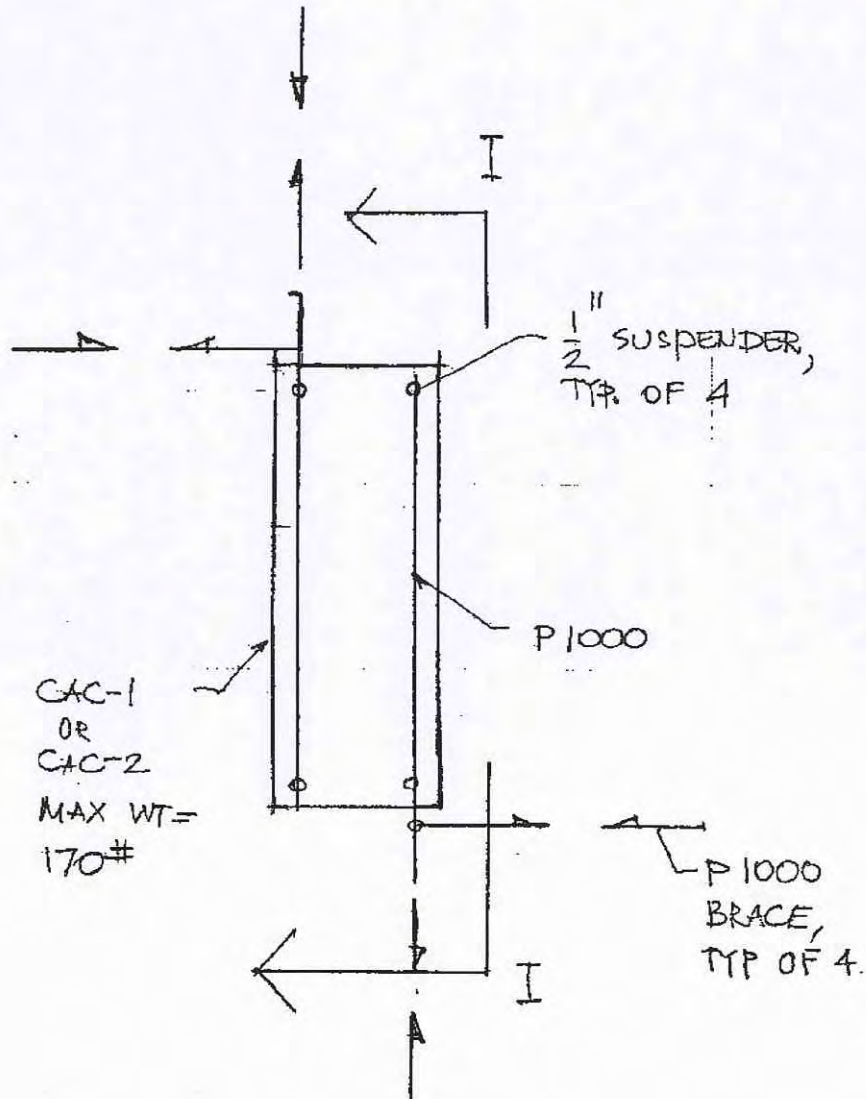
$N_{max} = \frac{365}{\sin 30^\circ} = 730 \#$

$L = 36 \times 2 = 72" \text{ (max)}$

See UNISTRUT Catalog - For P1000, $L = 72"$ available axial load @ slot face $N_a = 1,970 \# > N_{max} = 730 \#$

Use P1000 braces

Project Canada College B. MPE Units Job No. M7249



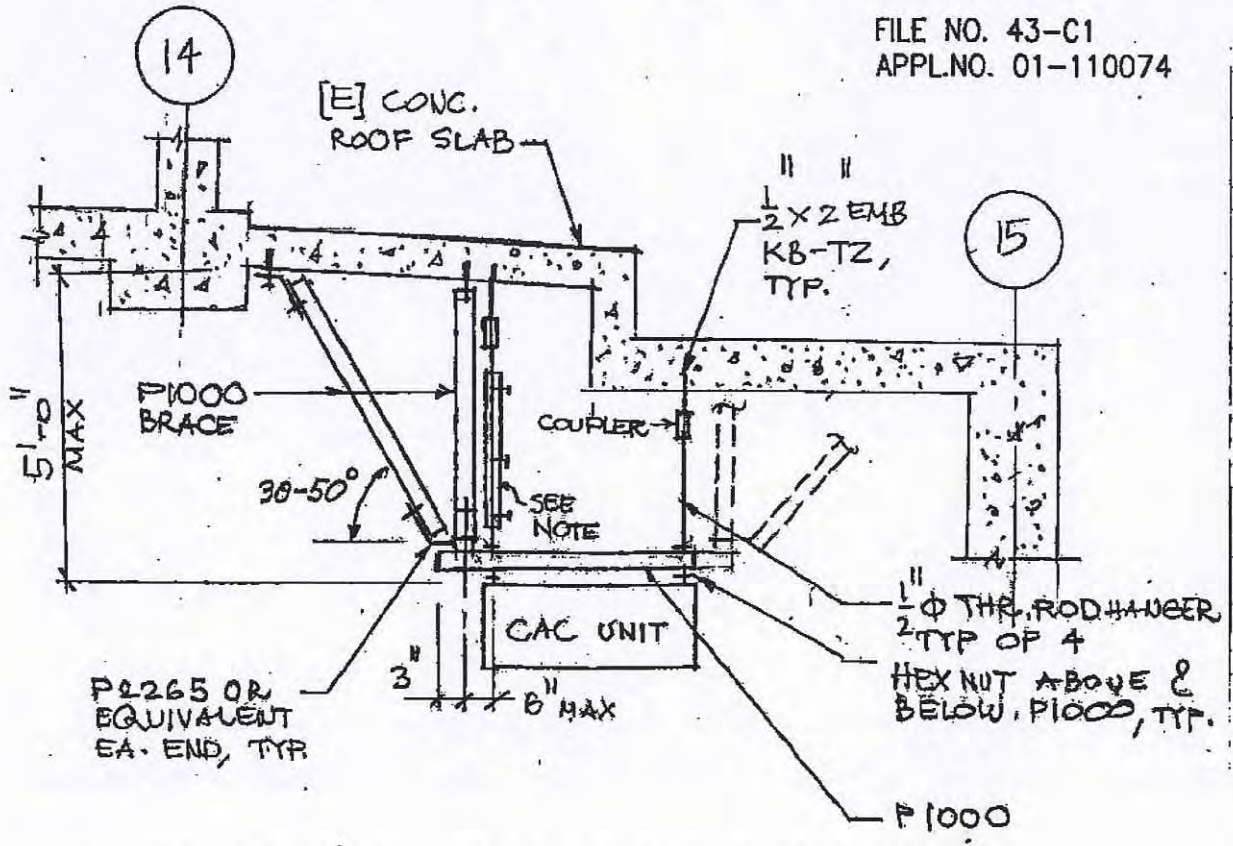
ANCHORAGE PLAN

Job No. M7249

Project Canada College Bldg MPOE Units

Project

FILE NO. 43-C1
APPL. NO. 01-110074



ELEVATION 1-1

Project Canada College MPOE UNITS



DESIGN CU-1 and CU-2 SUPPORT AND ANCHORAGE in MPOE ROOM

Site address: 4200 Farm Hill Blvd
Redwood City, CA 94061

Total operating weight of Unit $W_p := 180$ lbs

DESIGN CODE
IBC 2006

Location : Canada College Building ,
MPOE Room, supported on pad on Low
Roof 5" thick concrete slab

A. Seismic Force Calculation:

$S_s := 2.386$ $S_1 := 1.737$ $SD_s := \frac{2S_s}{3}$ $SD_s = 1.591$

$R_p := 2.5$ $z := 1$ See ASCE 7-05, Table 13.6-1

$I_p := 1.5$ $h := 1$ $a_p := 1$ site Class D

Horizontal seismic force, as for non-structural component :

$F_p := .4 \cdot a_p \cdot SD_s \cdot \frac{W_p}{\left(\frac{R_p}{I_p}\right)} \cdot \left(1 + 2 \cdot \frac{z}{h}\right) \cdot 1.3$ $F_p = 268$ lbs Equation 13.3-1 with 1.3 factor

Corresponding acceleration

$S_{top} := \frac{F_p}{W_p}$ $S_{top} = 1.489$ g

Maximum horizontal force

$F_{pmax} := 1.6 \cdot SD_s \cdot I_p \cdot W_p$ $F_{pmax} = 687.2$ lbs Equation 13.3-2

Minimum horizontal force

$F_{pmin} := .3 \cdot SD_s \cdot I_p \cdot W_p$ $F_{pmin} = 129$ lbs Equation 13.3-3



B. Equipment Data:

General Dimensions in plane:

$$Y := 14 + \frac{3}{16} \quad X := 37 + \frac{3}{8} \quad X = 37.4 \text{ in} \quad Y = 14.2 \text{ in}$$

Supports Locations From Gravity Center :

$$Y1 := \frac{2}{3} \cdot Y \quad Y2 := Y - Y1 \quad Y2 = 4.7 \text{ in}$$

$$X1 := \frac{2}{3} \cdot X \quad X2 := X - X1 \quad X2 = 37.4 \text{ in}$$

Center of Gravity Height $Z_{cg} := 37.125 \cdot \frac{2}{3} \quad Z_{cg} = 24.8 \text{ in}$

Gravity support reactions

$$R_0 := \frac{X2 \cdot Y2}{X \cdot Y} \cdot W_p \quad R_1 := \frac{X1 \cdot Y2}{X \cdot Y} \cdot W_p \quad R_2 := \frac{X1 \cdot Y1}{X \cdot Y} \cdot W_p \quad R_3 := \frac{X2 \cdot Y1}{X \cdot Y} \cdot W_p$$

$$R_0 = 60 \text{ lbs} \quad R_1 = 0 \text{ lbs} \quad R_2 = 0.1 \text{ lbs} \quad R_3 = 119.9 \text{ lbs}$$

$$\sum R = 180 \text{ lbs}$$

Reactions checked OK

$$R = \begin{pmatrix} 59.97 \\ 0.03 \\ 0.06 \\ 119.94 \end{pmatrix} \begin{array}{l} \text{Reaction on support \# 1} \\ \text{Reaction on support \# 2} \\ \text{Reaction on support \# 3} \\ \text{Reaction on support \# 4} \end{array}$$

see Fig.1 for
plan and
designations
- typical for all
load cases and
combinations

Lateral Force (ASD level) $F := \frac{F_p}{1.4} \quad F = 191.4 \text{ lbs}$

Overtuning Moment $M_{ot} := F \cdot Z_{cg} \quad M_{ot} = 4738 \text{ lbin}$

Vertical seismic component action to support reactions:

$$S_v := -0.2 \cdot R \quad S_v = \begin{pmatrix} -11.9943 \\ -0.0057 \\ -0.0115 \\ -23.9885 \end{pmatrix} \text{ lbs}$$



Support reactions
from seismic force
acting X - direction

$$R_{otx_0} := \frac{-M_{ot} \cdot .5}{X} \quad R_{otx_0} = -63.4 \text{ lbs} \quad R_{otx_1} := R_{otx_0}$$

$$R_{otx_2} := \frac{M_{ot} \cdot .5}{X} \quad R_{otx_2} = 63.4 \text{ lbs} \quad R_{otx_3} := R_{otx_2}$$

Support reactions
from seismic force
acting Y - direction

$$R_{oty_0} := \frac{-M_{ot} \cdot .5}{Y} \quad R_{oty_0} = -167 \text{ lbs} \quad R_{oty_3} := R_{oty_0}$$

$$R_{oty_2} := \frac{M_{ot} \cdot .5}{Y} \quad R_{oty_2} = 167 \text{ lbs} \quad R_{oty_1} := R_{oty_2}$$

SEISMIC
LOAD CASES
SUMMARY

$$R = \begin{pmatrix} 60 \\ 0 \\ 0.1 \\ 119.9 \end{pmatrix} \quad R_{otx} = \begin{pmatrix} -63.4 \\ -63.4 \\ 63.4 \\ 63.4 \end{pmatrix} \quad R_{oty} = \begin{pmatrix} -167 \\ 167 \\ 167 \\ -167 \end{pmatrix}$$

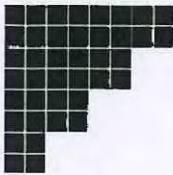
Design load combinations
for maximum and minimum
vertical reactions, including
both directions of seismic
force, DL reactions taken
90%

$$P1 := R \cdot .9 + S_v + R_{otx} + .3R_{oty} \quad P1 = \begin{pmatrix} -71.5 \\ -13.3 \\ 113.5 \\ 97.3 \end{pmatrix}$$

$$P2 := R \cdot .9 + S_v - R_{otx} - .3R_{oty} \quad P2 = \begin{pmatrix} 155.5 \\ 13.3 \\ -113.4 \\ 70.7 \end{pmatrix}$$

$$P3 := R \cdot .9 + S_v + R_{oty} + .3R_{otx} \quad P3 = \begin{pmatrix} -144 \\ 148 \\ 186 \\ -64 \end{pmatrix}$$

$$P4 := R \cdot .9 + S_v - R_{oty} - .3R_{otx} \quad P4 = \begin{pmatrix} 228 \\ -147.9 \\ -185.9 \\ 231.9 \end{pmatrix}$$



Downward

$\max(P1, P2, P3, P4) = 231.9$ lbs

Uplift

$\min(P1, P2, P3, P4) = -185.9$ lbs

Distribution of shear to supports:

$$V := \frac{F}{W_p} \cdot R$$

$\sum V = 191.4$ lbs OK

$V_b := \max(V)$ $V_b = 127.6$ lbs

$$V = \begin{pmatrix} 63.8 \\ 0 \\ 0.1 \\ 127.6 \end{pmatrix}$$

ENVELOPE CORNER FORCES

Tension $P_{bt} := \min(P1, P2, P3, P4)$ $P_{bt} = -186$ lbs

Compression $P_{bc} := \max(P1, P2, P3, P4)$ $P_{bc} = 232$ lbs

Shear $V_b = 128$ lbs

**Use 3/8 " Stainless Steel KB-TZ
per ESR-1917*, 2" embedment
ea. bracket - 4 total.
Special Inspection required**



**DESIGN EXPANSION ANCHOR
to concrete slab - KB-TZ 1917*
(revision 2009)**

see p. for analysis data.

$$P_u := 1.4 \cdot 186$$

$$V_u := 1.4 \cdot 128$$

Concrete

$$P_u = 260 \quad \text{lbs}$$

$$V_u = 179 \quad \text{lbs}$$

$$f_c := 3000 \quad \text{psi}$$

Considering slab thickness: $B := 5 \quad \text{in}$

edge distances: $c1 := 3 \quad c2 := 3 \quad c3 := 3 \quad c4 := 3 \quad \text{in}$

Shear in bolt $V_u := V_u \cdot \frac{1}{1000} \quad V_u = 0.18 \quad \text{kips}$

Tension in bolt $P_u := \frac{P_u}{1000} \quad P_u = 0.26 \quad \text{kips}$

Bolt length and embedment $L_{\text{bolt}} := 2 \quad \text{in}$

Bolt diameter - 3/8 in. Tensile Area $A_{sc} := 0.052 \quad \text{in}^2 \quad f_{uta} := 1.9 \cdot 56 \quad f_{uta} = 106.4 \quad \text{ksi}$

$d_0 := 0.5 \quad \text{in}$ number of anchors $n := 1$

Determine Tension Capacity

Reduce h_{ef} due to D5.2.3 $h_{ef1} := \frac{c3}{1.5} \quad h_{ef1} = 2 \quad \text{in}$

Use $h_{ef} := \min(L_{\text{bolt}}, h_{ef1}) \quad h_{ef} = 2 \quad \text{in}$

Nominal strength of anchor steel $N_{sa} := A_{sc} \cdot f_{uta} \quad N_{sa} = 5.5 \quad \text{kips} \quad \text{Eq. D-3}$

Available strength of anchor $\phi N_{sa} := .75 \cdot N_{sa} \quad \phi N_{sa} = 4.1 \quad \text{kips}$

Determine Breakout Area $A_{Nco} := 9 \cdot h_{ef}^2 \quad A_{Nco} = 36 \quad \text{in}^2$

Actual projected Area $A_{Nc} := (2 \cdot 1.5 \cdot h_{ef}) \cdot (2 \cdot 1.5 \cdot h_{ef}) \quad A_{Nc} = 36 \quad \text{in}^2$

$\psi_{edN} := 1 \quad k_{uncr} := 24 \quad k_{cr} := 17$

$\psi_{edN} := .7 + .3 \cdot \frac{c1}{1.5 \cdot h_{ef}} \quad \psi_{edN} = 1 \quad \psi_{edN} := \min(1, \psi_{edN}) \quad \psi_{edN} = 1$



$$\psi_{cN} := \frac{k_{uncr}}{k_{cr}} \quad N_{b1} := \frac{17 \cdot \sqrt{f_c} \cdot h_{ef}^{1.5}}{1000} \quad N_{b1} = 2.6 \quad \text{kips} \quad \text{Eq. D-7}$$

$$\psi_{cN} = 1.41 \quad N_{b2} := \frac{16 \cdot \sqrt{f_c} \cdot h_{ef}^{1.67}}{1000} \quad N_{b2} = 2.8 \quad \text{kips} \quad \text{Eq. D-8}$$

$$\psi_{cpN} := 1 \quad N_b := \min(N_{b1}, N_{b2}) \quad N_b = 2.6 \quad \text{kips}$$

Determine nominal concrete breakout strength :

$$N_{cb} := \frac{A_{Nc}}{A_{Nco}} \cdot \psi_{ecN} \cdot \psi_{edN} \cdot \psi_{cN} \cdot \psi_{cpN} \cdot N_b \quad N_{cb} = 3.72 \quad \text{kips}$$

per ACI 318-05 Appendix D, D4.5 for post-installed anchor governed by concrete breakout, with condition A potential concrete failure surfaces are crossed by supplementary reinforcement

$$\phi := .65$$

$$\text{Available strength in tension} \quad \phi N_{cb} := \phi \cdot N_{cb} \quad \phi N_{cb} = 2.4 \quad \text{kips}$$

Side blowout mode N/A, due to ea way slab reinforcing at anchorage locations.

Governing mode in tension available strength

$$\phi P_{an} := \min(\phi N_{sa}, \phi N_{cb}) \quad \phi P_{an} = 2.4 \quad \text{kips}$$

Determine Shear Capacity

Steel

$$\text{per ESR-1917, use} \quad V_{seis} := 3.595 \quad \text{kips} \quad \phi V_{sa} := V_{seis} \cdot .65 \quad \phi V_{sa} = 2.3 \quad \text{kips}$$

Concrete breakout

$$A_{Vc} := (2 \cdot 1.5 \cdot c1) \cdot (h_{ef} + 1.5 \cdot c1) \quad A_{Vc} = 58.5 \quad \text{in}^2$$

$$A_{Vc0} := 4.5 \cdot c1^2 \quad A_{Vc0} = 40.5 \quad \text{in}^2$$

$$\psi_{ecV} := 1 \quad V_b := 8 \cdot \left(\frac{h_{ef}}{d_0}\right)^2 \cdot \sqrt{d_0} \cdot \sqrt{f_c} \cdot c1^{1.5} \quad V_b = 2124 \quad \text{lbs} \quad \text{Eq. D-25}$$

$$\psi_{edV} := 0.7 + \frac{c1}{1.5 \cdot h_{ef}}$$

$$\psi_{cV} := 1 \quad \psi_{edV} = 1.7 \quad \text{use} \quad \psi_{edV} := 1 \quad \text{Eq. D-22}$$



$$\phi := .65 \quad k_{groutpad} := 1 \quad V_{cb} := \frac{A_{vc} \cdot \psi_{ecv} \cdot \psi_{edv} \cdot \psi_{cv} \cdot V_b}{A_{vc0} \cdot 1000} \quad V_{cb} = 3.1 \quad \text{kips}$$

$$\phi V_{cb} := \phi \cdot V_{cb} \cdot k_{groutpad} \quad \phi V_{cb} = 2 \quad \text{kips}$$

Check pryout strength $k_{cp} := 2 \quad h_{ef} = 2 \quad \text{in, more than 2.5 in}$

$$\phi := .65 \quad V_{cpg} := k_{cp} \cdot N_{cb} \cdot .75 \quad V_{cpg} = 5.58 \quad \text{kips} \quad \text{Eq. D-30 \& D.3.3.3}$$

$$\phi V_{cpg} := \phi \cdot V_{cpg} \quad \phi V_{cpg} = 3.63 \quad \text{kips}$$

Governing mode shear available strength $\phi V_{an} := \min(\phi V_{sa}, \phi V_{cb}, \phi V_{cpg}) \quad \phi V_{an} = 2 \quad \text{kips}$

Verify interaction of tensile and shear forces

$$V_u = 0.18 \quad \text{k} \quad \frac{V_u}{\phi V_{an}} = 0.09 \quad \text{D.7.1}$$

$$\phi V_{an} = 1.99 \quad \text{k}$$

Check for tension:

$$P_u = 0.26 \quad \text{k} \quad \frac{P_u}{\phi P_{an}} = 0.11 \quad \boxed{\text{if}(P_u < \phi P_{an}, "OK", "NG") = "OK"} \quad \text{D.7.2}$$

$$\phi P_{an} = 2.4 \quad \text{k}$$

$$\boxed{\text{if}(V_u < \phi V_{an}, "OK", "NG") = "OK"}$$

Check interaction:

$$\frac{P_u}{\phi P_{an}} + \frac{V_u}{\phi V_{an}} = 0.198 \quad \text{less than 1.2, therefore OK}$$

Check conditions ACI 318-05, D8 - required edge distances, spacings - to preclude splitting failure:

$$s_{p_{min}} := 4 \cdot d_0 \quad s_{p_{min}} = 2 \quad \text{in} \quad \text{less than 10 in - actual spacing}$$

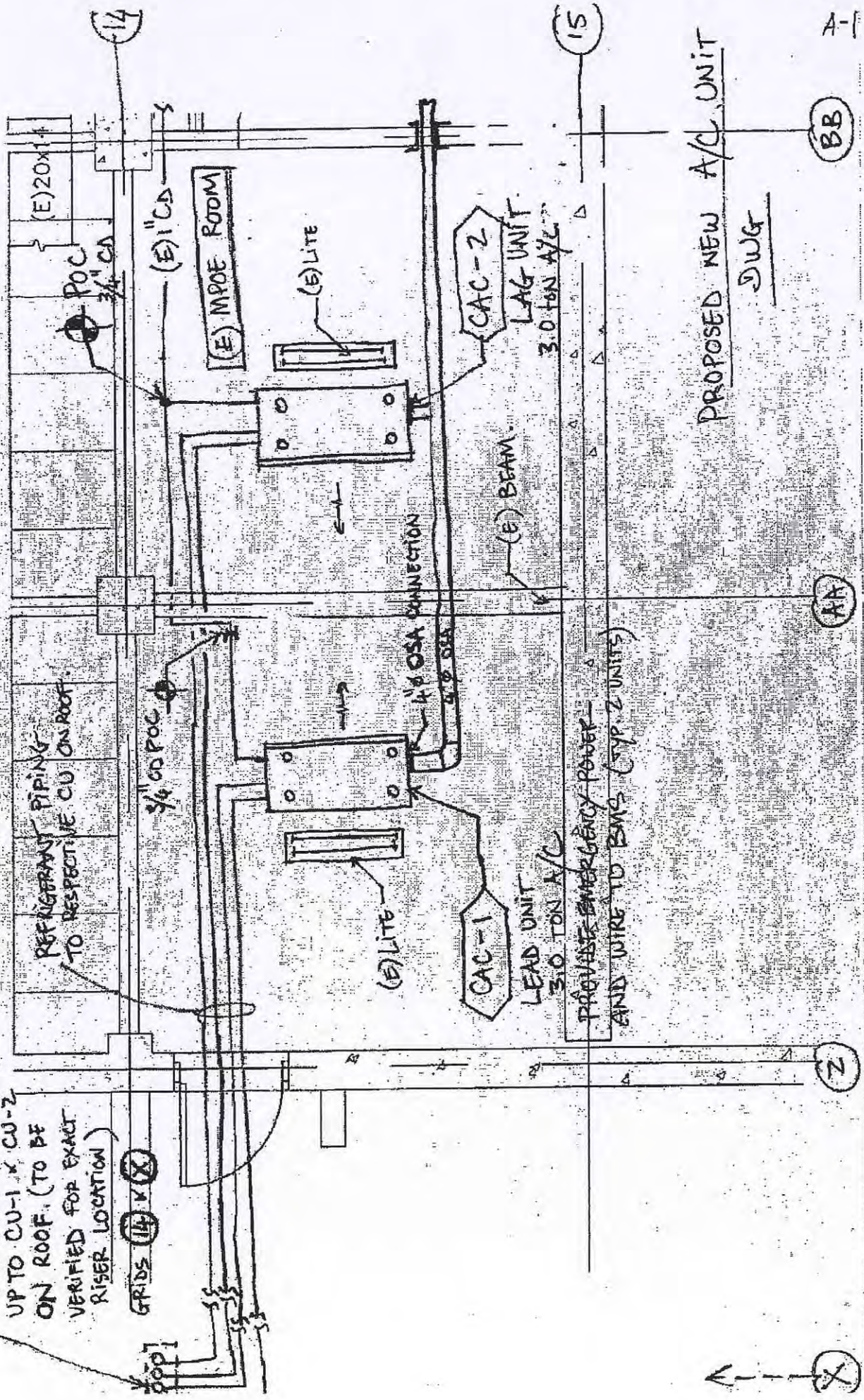
$$e_{d_{min}} := 6 \cdot d_0 \quad e_{d_{min}} = 3 \quad \text{in} \quad \text{actual} \quad c1 = 3 \quad \text{in, therefore - OK}$$

Supplemental reinforcement provided - OK.

Use 4 - 3/8" KB-TZ,SS, 2" emb.
at unit brackets to concrete
pad

REFRIGERANT PIPING
UP TO CU-1 & CU-2
ON ROOF. (TO BE
VERIFIED FOR EXACT
RISER LOCATION)

GRIDS (14) X (X)



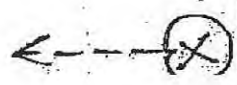
PROPOSED NEW A/C UNIT
DWG

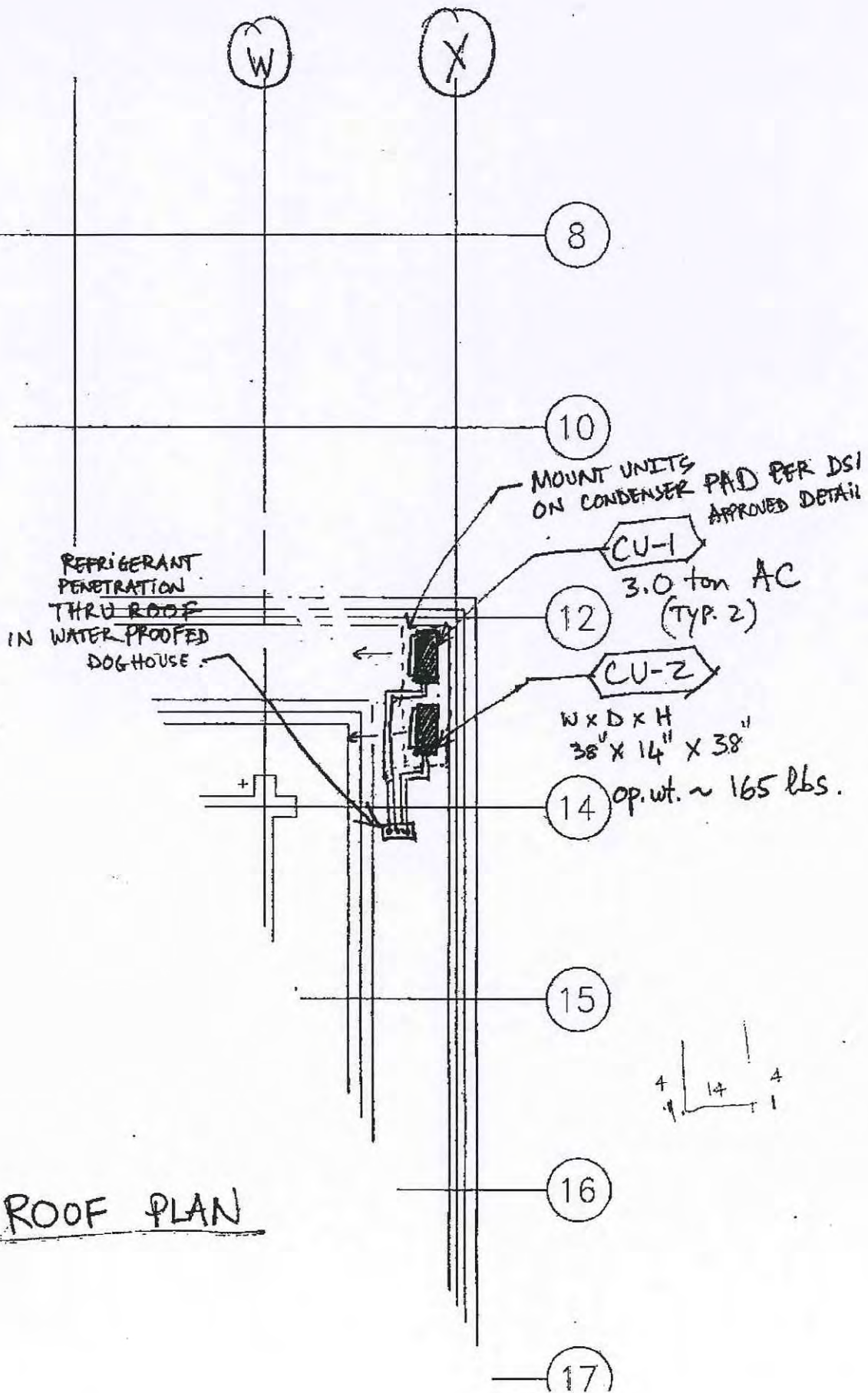
A-1

BB

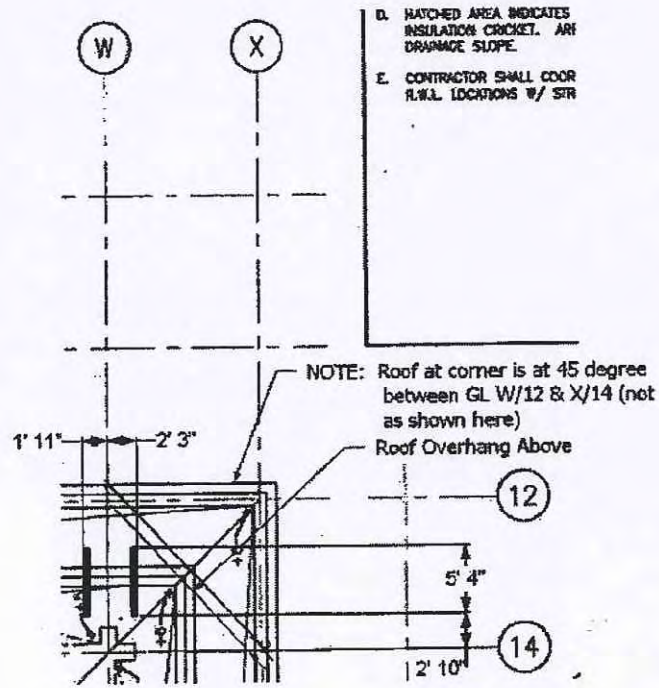
AA

Z





A-3



PCFY OVERVIEW (ceiling-suspended)

Compact design ideal for classrooms, restaurants, and stores.



Capacity range: 15,000 - 36,000 Btu/h

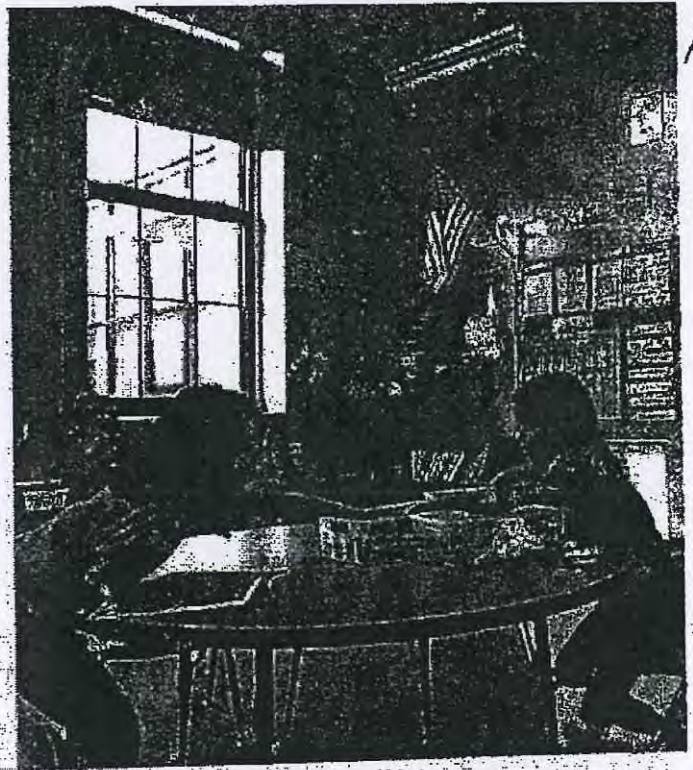
Superior performance provides plenty of relief

Powerful cooling and heating performance is what the PCFY style is all about. This easy-to-install, ceiling-suspended unit delivers enough cold or hot air to make any space more comfortable. Manually adjusted, over-sized swing louvers direct the airflow left or right, covering the entire space quietly and efficiently. The dimensions of the compact PCFY style make it perfect for classrooms, restaurants, kitchens, and other large commercial spaces where ovens and other equipment add to an already-taxed cooling or heating load. The PCFY is available in 15,000, 24,000, 30,000 and 36,000 Btu/h capacities.

Quiet, powerful airflow

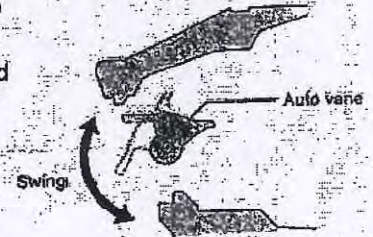
The appropriate airflow can be selected to enhance air-conditioning efficiency and comfort while operating at a low sound level.

Model Name	Airflow Rate	Sound Level at Low Airflow
PCFY-P15NGMU-E	283-353-388-424	29 dB(A)
PCFY-P24NGMU-E	424-494-565-636	32 dB(A)
PCFY-P30NGMU-E	636-706-812-883	36 dB(A)
PCFY-P36NGMU-E	918-989-1,130-1,236	37 dB(A)



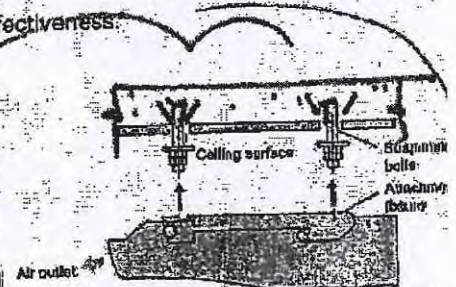
Strong, efficient airflow

The PCFY's auto-vane and wide-range outlet swings the conditioned air and distributes it uniformly to all corners of the room. Accessory filters are also available to increase filtration effectiveness.



Easy install with direct suspension

The PCFY's direct suspension allows it to be installed onto most ceiling surfaces quickly and securely using only suspension bolts and the PCFY's durable attachment fixture. Plus, a condensate pump can be connected to the PCFY to either the left or the right side of the unit.



TYPICAL HANG

PCA

CEILING-SUSPENDED SERIES

24,000 to 42,000 Btu/h Capacity



PCA Indoor Unit
(The same indoor unit is used for both cooling and heat pump systems.)

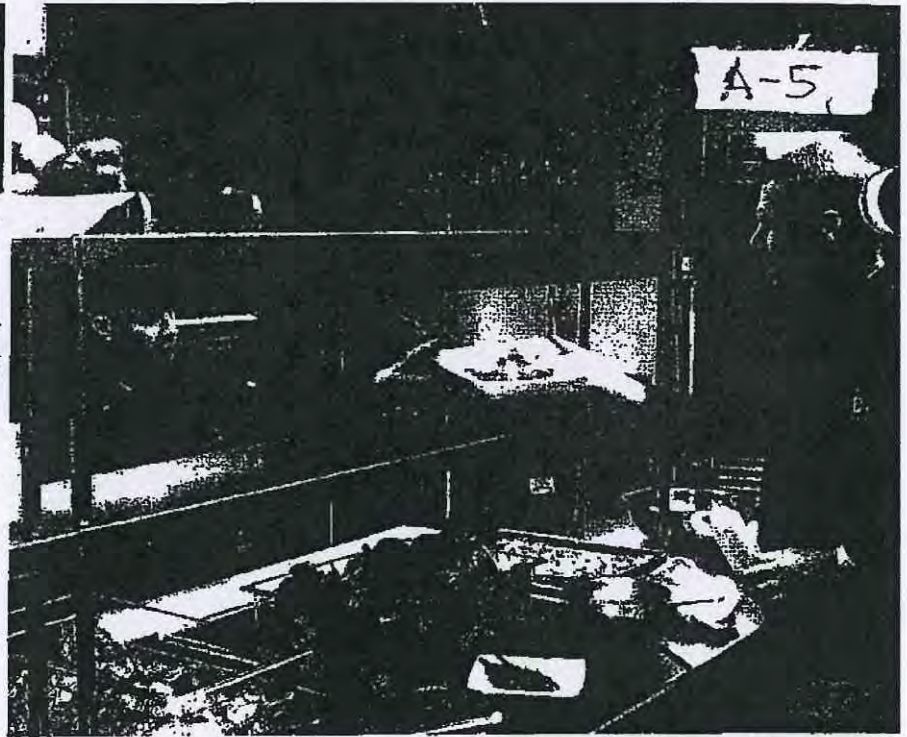
The PCA-Series is all about providing powerful cooling and heating performance. This ceiling-suspended unit delivers enough cold or hot air to make any space more comfortable. Manually-adjusted, over-sized swing louvers direct the airflow left or right, quietly covering the entire space. Accessory filters are available to increase efficiency and increase the time span between service calls. The PCA-Series is perfect for restaurants, kitchens and other larger commercial spaces where ovens and other equipment add to an already taxed cooling or heating load.

Control Airflow Angle for Better Coverage

With the wired remote controller four different airflow positions can be set. When in use the Autovane during cooling, the angle self-adjusts into a horizontal position to circulate cold air more effectively. During heating, the vane directs the hot air downward toward the floor, where it will rise and circulate, keeping your room comfortable from top to bottom.

Warm Air with No Drafts

Mr. Slim P-Series heat pumps provide warmth without drafts from the beginning with our hot-start technology.



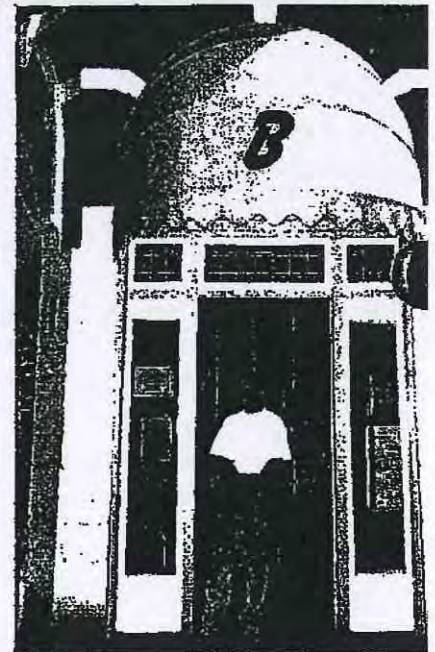
All Mr. Slim PCA-Series models come with a wired remote controller that puts you in command of your personal comfort. The wireless controller is available in an accessory kit.

Bring In Outside Air

Ducting can be installed with minimal on-site work to bring in outside air, creating a healthier indoor environment.

Automatic Cooling/heating Changeover (Heat Pumps)

When set to AUTO mode, heat pump systems will automatically switch back and forth between cooling and heating operation to compensate for indoor and outdoor temperature fluctuations. This feature means total hands-free comfort and efficient air conditioning of your space.





PCA-A30GA MODEL SHOWN

INVERTER



MPOE | CAL-1
CAL-2
A-1

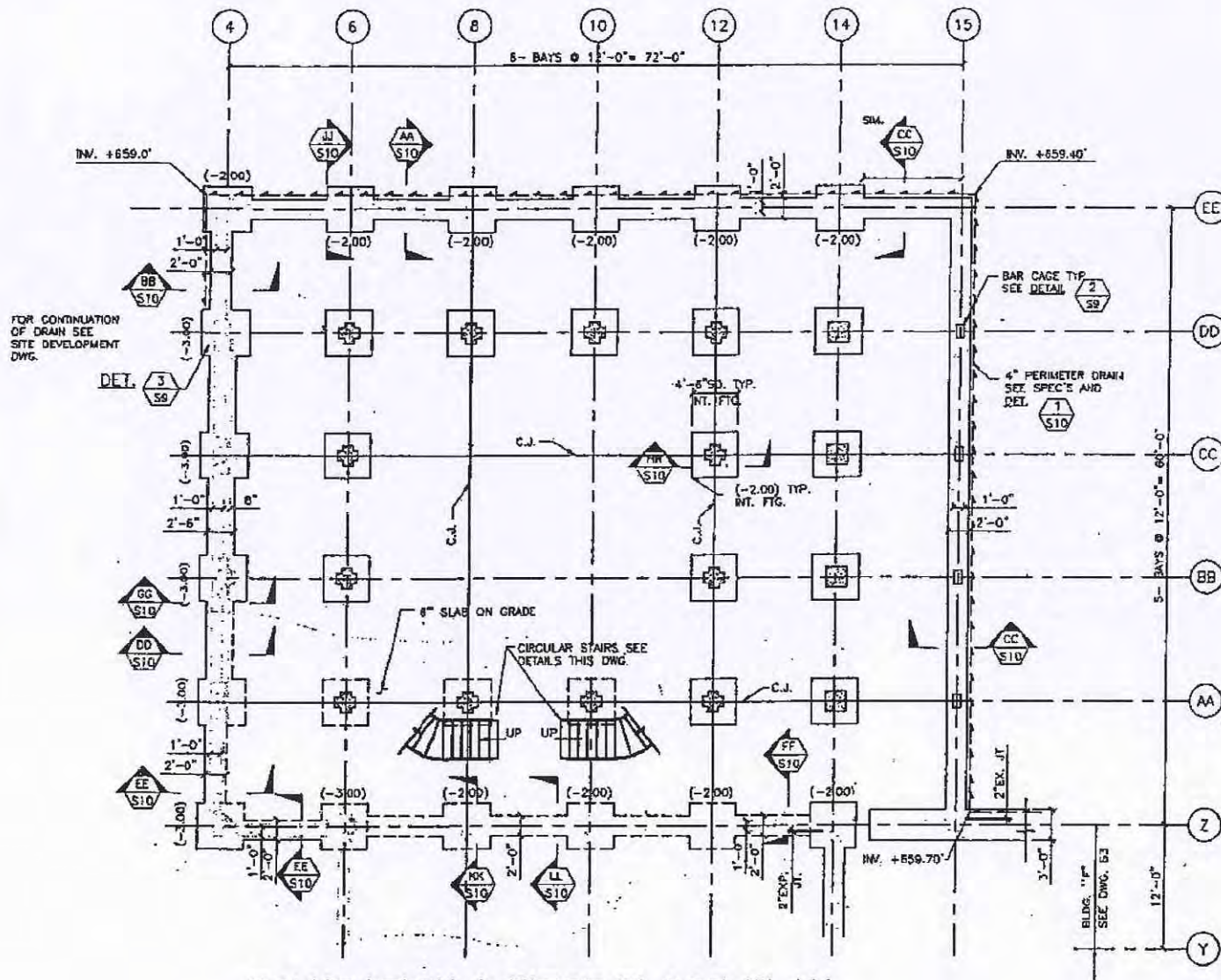
PCA COOLING-ONLY P-SERIES Specifications

BS - Seacoast Protection

Model Name	Indoor Unit	Outdoor Unit	PCA-A24GA PUY-A24NHA PUY-A24NHA-BS	PCA-A30GA PUY-A30NHA PUY-A30NHA-BS	PCA-A36GA PUY-A36NHA PUY-A36NHA-BS	PCA-A42GA PUY-A42NHA PUY-A42NHA-BS	
Cooling *1	Rated Capacity	Btu/h	24,000	30,000	36,000	42,000	
	Capacity Range	Btu/h	12,000-24,000	12,000-30,000	12,000-36,000	18,000-42,000	
	Total Input	W	2,600	4,100	4,650	5,070	
	Energy Efficiency	SEER	13.4	13.0	13.1	12.8	
	Moisture Removal	Pints/h	6.4	8.5	8.2	11.7	
	Sensible Heat Factor		0.75	0.69	0.74	0.69	
Power Supply	Phase/Cycle/Volts	1 Phase/60Hz/208-230V					
Voltage	Indoor + Outdoor S1-S2	AC208/230V					
	Indoor + Outdoor S2-S3	AC240V					
	Indoor + Remote Controller	DC12V Wired-Type					
Indoor Unit	MCA	A	0.83		0.66		
	Fan Motor	F.L.A.	70		80		
	Fan Motor Output	W	495-530-565-635		705-740-810-880		
	Airflow (Lo-M1-M2-H)	DRY (CFM) WET (CFM)	445-460-510-570		635-670-730-790		
	Sound Pressure Level (Lo-M1-M2-H)	dB(A)	37-39-41-43		39-40-41-43-45		
	External Finish Color		Munsell No. 0.70Y 8.59/0.87				
	Dimension Unit	W: In.	26-5/8"		37-1/8"		52"
		D: In.	8-5/16"		10-3/8"		12"
		H: In.	75"		82"		92"
	Weight Unit	Lbs.	75		82		
Field Drainpipe Size O.D.	In.	1 1/2"		1 1/2"			
Outdoor Unit	MCA	A	18	25	40		
	MCCP	A	30	40		40	
	Fan Motor	F.L.A.	0.75		0.43-0.75		
	Fan Motor Output	W	75		265-385		
	Compressor	Model (Type)	DC INVERTER-Driven Twin Rotary				
		R.L.A.	12		20		
		L.R.A.	14	17.5		27.5	
	Airflow	CFM	1,940				
	Refrigerant Control		Linear Expansion Valve				
	Sound Pressure Level (Cooling) *1	dB(A)	48				
External Finish Color		Munsell No. 3Y 7.8/1.1					
Dimensions	W: In.	37-1/8"		53-1/8"			
	D: In.	13-3/8"		13-3/8"			
	H: In.	37-1/8"		53-1/8"			
Weight	Lbs.	168		208			
Remote Controller	Type	Wired Remote Controller (Located with Indoor Unit)					
Refrigerant	Type	R410A					
	Charge	Lbs.	8		1-10		
Refrigerant Pipe	Oil	Type (Fl. Oz.)	MEL50 (2E)		FV605 (4E)		
	Gas Side O.D.	In.	3/8"		3/8"		
	Liquid Side O.D.	In.	3/8"		3/8"		
	Height Difference (Max.)	ft.	100				
Connection Method	Indoor/Outdoor	Flared/Flared					


NOTES: Test conditions are based on ARI 210/240.
 *1 Rating conditions (cooling)-Indoor: D.B. 80° F (27° C), W.B. 67° F (19° C); Outdoor: D.B. 85° F (30° C), W.B. 75° F (24° C).
 *2 Indoor units receive power from outdoor units through field-supplied interconnected wiring.
 Specifications are subject to change without notice.

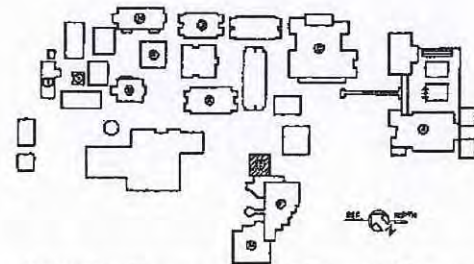
LIMITED WARRANTY | Six-year warranty on compressor. One-year warranty on parts.



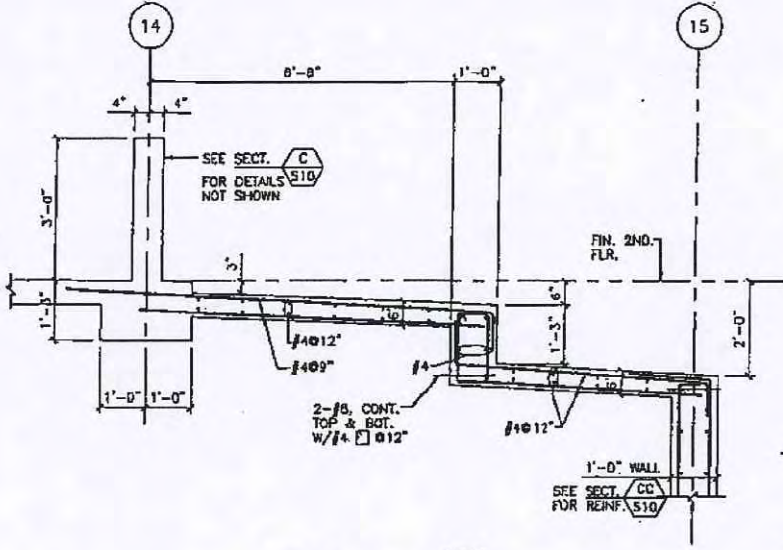
FOUNDATION & FIRST FLOOR PLAN
 SCALE, 1/8"=1'-0"

NOTES:

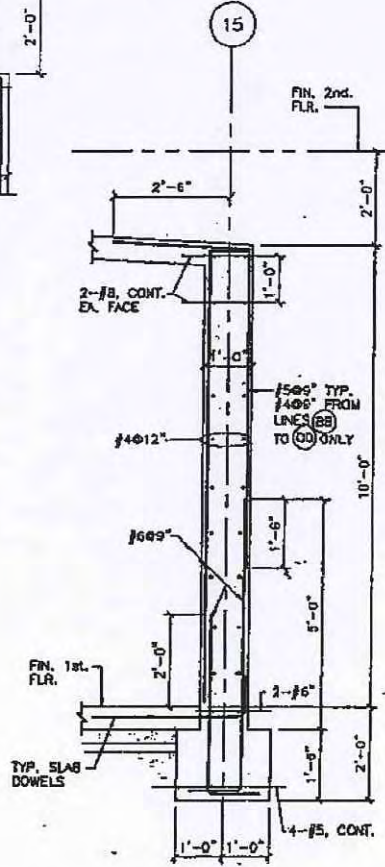
1. SEE GENERAL NOTES ON DWG. S1
2. FIN. FIRST FLOOR ELEVATION = +659.00'
 FIN. SECOND FLOOR ELEVATION = +671.00'
 LOW POINT OF LOW ROOF ELEV. = +683.50'
 LOW POINT OF HIGH ROOF ELEV. = +692.25'
3. BOTTOM OF FOOTING ELEVATION IS SHOWN THUS: (-2.00) ETC. AND IS REFERRED TO FIN. 1ST FLOOR.
4. FOR SLAB ON GRADE & STEPPED FOOTING DETAILS SEE DWG. S1
5. TERMINATE ALL HORIZONTAL REINF. IN WALL FOOTINGS SIMILAR TO HORIZONTAL WALL REINF. AS SHOWN ON DWG. S11.
6. TYPICAL DETAILS FOR BLDG. "F" "G" & "H" SEE DWG. S14.
7. FOR TYPICAL PERIMETER DRAIN DETAIL SEE DET. 
8. FOR BACKFILL AND CONSTRUCTION SEQUENCE OF BUILDING WALLS, SEE SPEC'S.
9. INVERT ELEVATION OF 4" PERIMETER DRAIN ARE SHOWN THUS: INV. +659.70'
10. C.J. = CONSTRUCTION JOINT



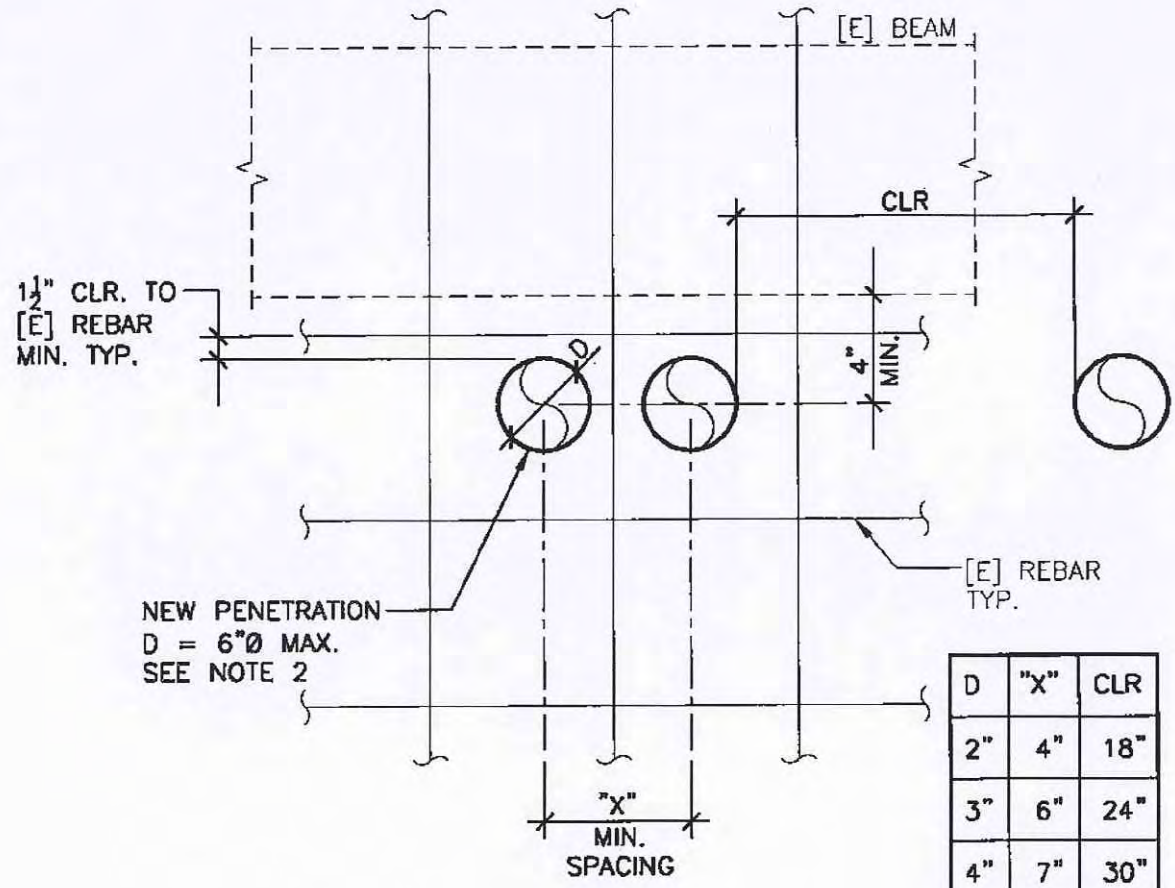
FOUNDATION & FLOOR FRAMING PLANS		
SCALE: AS NOTED	DATE 2-20-87	JOB NO. 5493



SECTION 6/S10



SECTION CC/S10



NEW PENETRATION
 D = 6"Ø MAX.
 SEE NOTE 2

D	"X"	CLR
2"	4"	18"
3"	6"	24"
4"	7"	30"
6"	9"	36"

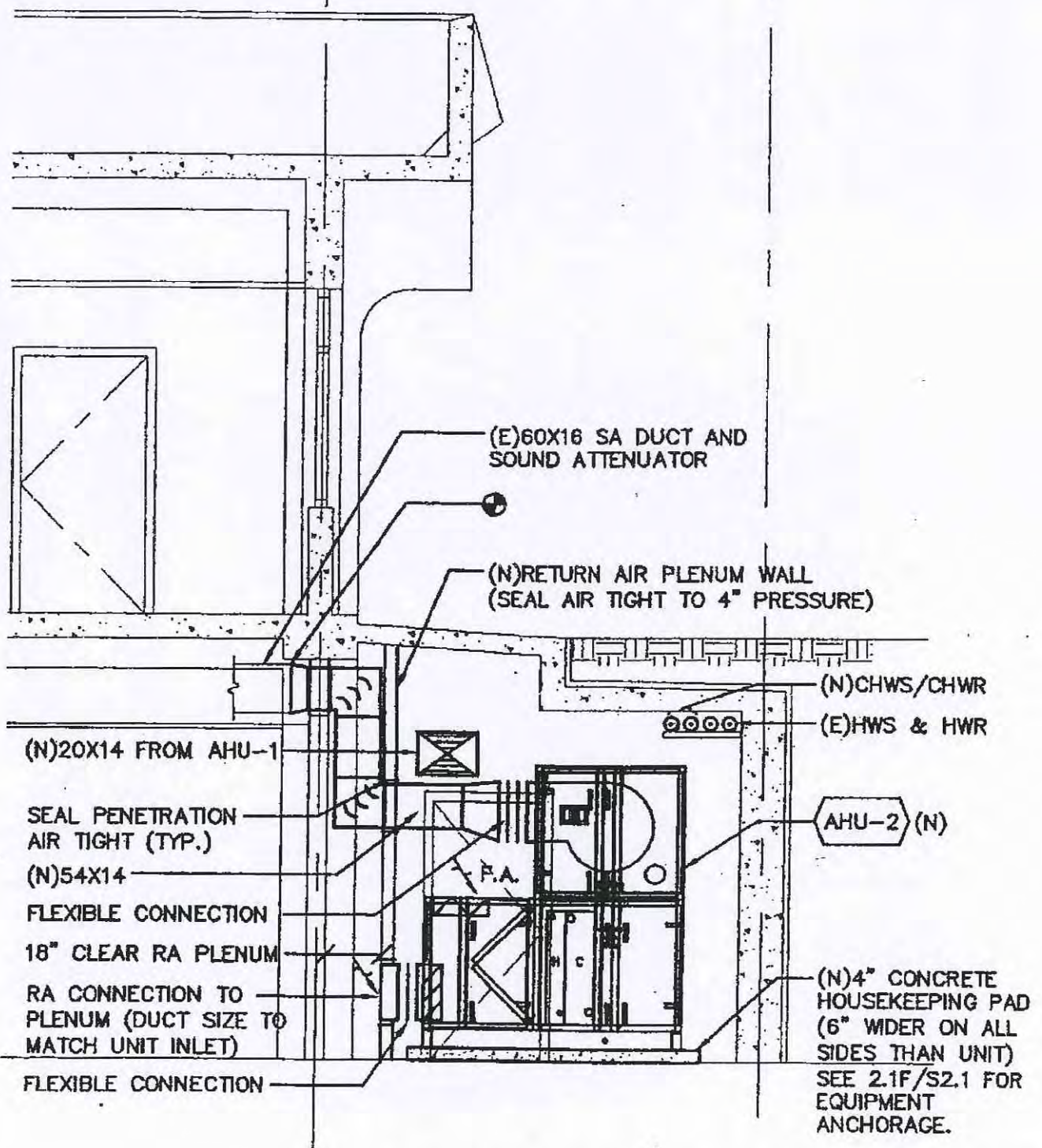
NOTES:

1. SCAN FOR REBAR LOCATIONS PRIOR TO CORING (DRILLING). DO NOT DAMAGE [E] REBARS.
2. SEE TABLE FOR REQUIREMENTS FOR OPENINGS SPACING AND MIN. CLEARANCE

5.2D NEW PENETRATIONS (SMALL)

14

15



5 MECHANICAL ROOM SECTION

0 2' 4' 8'