

[name of project]

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DOCUMENT 00320

EXISTING CONDITIONS AND GEOTECHNICAL DATA**1.01 GENERAL**

This document sets forth the terms and conditions under which the Design-Build Entity may review, study, use or rely upon geotechnical data for, or areas near, the Site, and existing conditions information concerning existing conditions at or near the Site.

1.02 REPORTS AND INFORMATION

- A. District, and its consultants have collected documents that provide a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, utility drawings, and information regarding Underground Facilities.
- B. Design-Build Entities may inspect geotechnical reports and information regarding existing conditions that are available for review in District's offices. Design-Build Entity's may obtain copies of such documents upon presentation of the Design-Build Entity's payment for the cost of reproduction and handling.
- C. The Project manual may include geotechnical reports and may also include information regarding existing conditions.
- D. Geotechnical reports and data, and information regarding existing conditions and Underground Facilities at or contiguous to the Site, available for review and provided to the Design-Build Entity are listed in Appendix A, hereby made part of this Section.

1.03 USE OF INFORMATION ON EXISTING CONDITIONS

- A. Above-Ground Existing Conditions. Under no circumstances shall District be deemed to make a warranty or representation of existing above-ground conditions, as-built conditions, or other above-ground actual conditions verifiable by reasonable independent investigation. The Design-Build Entity must not rely on the information supplied by District regarding existing conditions, where actual conditions are verifiable by reasonable independent investigation. The Design Builder may rely on the topographic survey for the purposes of initial planning. The Design Build Entity selected to complete the design and construction of the Project shall verify and update as necessary the information as part of design development.
- B. Underground Facilities. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to District by others (*e.g.*, the owners or builders of such Underground Facilities or others). For those Underground Facilities that are owned by District, District will be responsible for the general accuracy of information regarding Underground Facilities. District does not assume responsibility for the accuracy, completeness or thoroughness of any other information regarding Underground Facilities, and the Design-Build Entity is solely responsible for any interpretation or conclusion drawn from this information.
- C. Geotechnical Data: Design-Build Entity may rely upon Geotechnical Data provided by the District insofar as it is applicable to the project site. District is not responsible for any subsurface conditions not specifically shown in the reports supplied. District is not responsible for any conclusions or opinions drawn by the Design-Build Entity for subsurface conditions not addressed in the report provided.

DOCUMENT 00340

HAZARDOUS MATERIAL SURVEYS**1.01 GENERAL**

This Document describes hazardous material surveys included in or with the Contract Documents and use of data therein.

1.02 REPORTS AND INFORMATION

- A. District, its consultants, contractors and tenants have prepared documents providing a general description of the Site and locations of hazardous materials subject of the Work. These documents consist of surveys available for review and copying.
- B. Design-Build Entity's may inspect such surveys at Swinerton Management and Consulting's offices located at Skyline College, 3300 College Drive, Building 12, San Bruno, CA 94066. Design-Build Entity's may obtain copies of such surveys upon presentation of Design-Build Entity's payment for the cost of reproduction and handling. These surveys are not part of the Contract Documents.

1.03 USE OF DATA

- A. Data regarding the locations of hazardous materials was obtained only for use of District and its consultants, and contractors, for planning and design and are not part of the Contract Documents. Design-Build Entity's may rely on this information for its general accuracy regarding the locations of potentially hazardous materials subject of the Work. Otherwise, the provisions of Document 00320 Geotechnical Data and Existing Conditions apply to the information.
- B. District does not warrant and makes no representation regarding the accuracy, completeness or thoroughness of any other data regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, structural features, location of Underground Facilities or connections thereto, or any information verifiable by visual inspection. Design-Build Entity represents and agrees that in submitting a Proposal it is not relying on any data regarding existing conditions supplied by District, except as it may respect the general location of potentially hazardous materials.

END OF DOCUMENT

DOCUMENT 00410

PROPOSAL FORM

To be submitted by the time and date specified in Document 00200 (Request for Proposals), paragraph 1.

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

THIS PROPOSAL IS SUBMITTED BY: _____.

1. The undersigned Design-Build Entity proposes and agrees, if this Proposal is accepted, to enter into an agreement with SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a public entity (“**District**”) in the form included in the Contract Documents, Document 00520 Agreement, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. The Design-Build Entity accepts all of the terms and conditions of the Contract Documents and the Invitation to Proposal and Request for Proposals, including without limitation, those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for sixty (60) calendar days after the day of Proposal opening, unless a greater period is authorized by the Board, and may not be withdrawn during that time period. The Design-Build Entity will sign and submit the Agreement, bonds and other documents required by Document 00200 Request for Proposal by the time and in the manner set forth in Document 00200.
3. In submitting this Proposal, the Design-Build Entity represents that:
 - (a) Design-Build Entity has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[Attach additional pages if necessary]

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

SCHEDULE OF PROPOSAL PRICES

All Proposal items, including lump sums, and alternates must be filled in completely. Proposal items are described in Section 01100 Summary of Work and Section 01101 Summary of Work – Design Services. Quote in numerals only, unless words are specifically requested.

Note: Phase 1 Cost Proposal added to Phase 2 Cost Proposal must equal \$XX,XXX,XXX

Phase 1 DESIGN

1 A	Design Development	_____	% of Design		
	Construction				_____
1 B	Documents	_____	% of Design		_____
Total Design Proposal (Proposal for Phases 1A + 1B)					\$ _____

Phase 2 CONSTRUCTION

2 A	[describe]				
2 B	[describe]				_____
2 C	[describe]				\$XX,000
Total Construction Proposal (Proposal for 2A + 2B + 2C)					\$ _____

Note: Phase 1 Cost added to Phase 2 Cost must be equal to \$XX,XXX,XXX

Time Contract Time shall be **XXX** Days.

Phase 1 Price + Phase 2 Price = Total Fixed Price \$ **XX,XXX,XXX**

Total Proposal Price: _____ Nineteen Million, Five Hundred Thousand Dollars and no Cents
(Words)

Exceptions, if any, taken to the Request for Proposal in order to meet the Fixed Price are attached and are noted with letter(s) as follow:

(i.e. A - C) Price to remove ALL Exceptions _____
(Include sum of associated Unsolicited Alternates)

Owner's Alternates		Indicate Add or Deduct			
Owner's Alternate #1	Price	Add	Deduct	\$	
	Time	Add	Deduct		Days
Owner's Alternate #2	Price	Add	Deduct	\$	
	Time	Add	Deduct		Days
Owner's Alternate #3	Price	Add	Deduct	\$	
	Time	Add	Deduct		Days
Owner's Alternate #4	Price	Add	Deduct	\$	
	Time	Add	Deduct		Days
Owner's Alternate #5	Price	Add	Deduct	\$	
				0 Days change in Contract Time	
Owner's Alternate #6	Price	Add	Deduct	\$	
				0 Days change in Contract Time	

5. EXCEPTIONS TO THE REQUEST FOR PROPOSAL

If Proposer finds it cannot meet the requirements of the Request for Design-Build Proposals with a design that responds to the Design Guidelines, the Proposer may include Exceptions to the Request for Design-Build Proposals. Exceptions shall be indicated by listing the exception herein below and providing a detailed description of the scope of the exception. The Proposer shall also submit an Unsolicited Alternate corresponding to the exception indicating the additional cost and/or time extension to remove the Exception. In the event the Proposer's Exception is to the Contract Time only, indicate the Cost to remove the Exception to the Contract Time. If Proposer finds that it can meet the Design Guidelines for a Base Total Fixed Price less than the amount stipulated by the District, it may list the deductive cost below as an exception. Exceptions to other Contract Terms and the General Conditions shall not be submitted.

Listing of Exceptions to the Request for Design-Build Proposals (Add page if needed):

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

6. Description of Individual Exception (Repeat this page for each Exception)

EXCEPTION # _____ (A, B, C, etc. Proposer fill in)

Description of Exception to the Request for Design-Build Proposals:

Reference the Section(s) of the Request for Design-Build Proposal to which the Proposer takes exception. Attach additional details to the Design-Build Fixed Price Proposal, if necessary.

UNSOLICITED ALTERNATE # _____ (A, B, C, etc.)

To omit the above Exception to the Request for Design-Build Proposal:

ADD / DEDUCT \$ _____

TO / FROM the Fixed Price Base Bid.

If this Alternate is accepted, the Contract Time will be {extended / reduced} by {_____} days.

Note: Repeat this page of the Design-Build Fixed Price Proposal for each separate Unsolicited Alternate to the Request for Design-Build Proposal. If there is a need to extend Contract Time use this document and include cost to remove exception.

7. Summary of Unsolicited Alternates (Cost to Remove All Exceptions)

		Indicate Add or Deduct	
<u>Designation</u>	<u>Descriptive Title</u>	<u>Add or Deduct</u>	<u>Dollar Value</u>
A	_____	_____	_____
B	_____	_____	_____
C	_____	_____	_____
D	_____	_____	_____
E	_____	_____	_____
F	_____	_____	_____
G	_____	_____	_____
H	_____	_____	_____
I	_____	_____	_____
J	_____	_____	_____
<hr/>			
Total Cost to Remove ALL Exceptions			_____

8. VOLUNTARY ALTERNATES TO THE REQUEST FOR DESIGN-BUILD PROPOSALS

The Proposer may offer alternates to the requirements of the Request for Design / Build Proposals or to its Proposal by listing the alternative herein below and providing a detailed description of the scope of the alternate.

VOLUNTARY ALTERNATE DESCRIPTION # _____ (A, B, C, etc.)

Description of Alternate:

[Reference the Section(s) of the Request for Design-Build Proposal to which the Proposer offers an Alternate. Attach additional detailed description to the Design-Build Fixed Price Proposal, if necessary.]

VOLUNTARY ALTERNATE # _____ (A, B, C, etc.)

To accept the above Alternate to the Request for Design-Build Proposal:

ADD / DEDUCT \$ _____

TO / FROM the Stipulated Sum Base Bid.

Contract Time for this Alternate only shall be {extended / reduced} by {_____} days from the date of acceptance and Notice to Proceed with Design.

District reserves the right to accept Alternate(s) within 120 calendar days after the date District signs the Agreement.

Note: Repeat this page of the Design-Build Fixed Price Proposal for each separate Voluntary Alternate to the Request for Design-Build Proposal.

9. Summary of Voluntary Alternates

<u>Designation</u>	<u>Descriptive Title</u>	<u>Add or Deduct</u>	<u>Dollar Value</u>
A.1	_____	_____	_____
B.1	_____	_____	_____
C.1	_____	_____	_____

10. The undersigned understands that District reserves the right to reject this Proposal, or all proposals, in its sole discretion.
11. If written notice of the acceptance of this Proposal, referred to as the Notice of Award, is mailed or delivered to the undersigned Proposal holder within the time described in Section 2 above or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00200 Instructions to Proposal holders including, but not limited to, Document 00520 Agreement, Document 00610 Construction Performance Bond, and Document 00620 Construction Labor and Material Bond, and insurance certification all within the time and in the manner specified in Document 00200.
12. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.
13. The undersigned encloses a certified check or cashier's check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of ten percent (10%) of the total of Fixed Price Proposal plus Owner's Alternates, and made payable to the "San Mateo County Community College District".
14. The undersigned agrees to commence work under the Contract Documents on the date established by Document 00700 General Conditions and to complete all work within the time specified in Document 00520 Agreement.
15. The undersigned agrees that, in accordance with Document 00700 General Conditions, liquidated damages for failure to complete all Work under the Contract Documents within the time specified in Document 00520 Agreement shall be as set forth in Document 00520 Agreement.

16. The names of all persons interested in the foregoing Proposal as principals are:

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

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

_____.

[Name of Design-Build Entity]

By: _____

Title: _____

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

Business Address:

Telephone Number:

Fax Number:

Date of Proposal:

Statewide Educational Wrap-up Program
Owner Controlled Insurance Program



Keenan & Assoc. Lic. # 0451271

INSURANCE QUALIFICATION FORM

District (Owner) Name: San Mateo County Community College District

Project Name: _____

As described in the RFP the DISTRICT may elect to implement an Owner Controlled Insurance Program (OCIP) for this Project. Pursuant to Government Code section 4420.5, the DISTRICT must conduct a bid evaluation to assess whether prospective bidders, including CONTRACTORS and Subcontractors, meet minimum occupational, safety, and health qualifications established by the DISTRICT to bid on the Project. In order to complete this evaluation, all prospective bidders, of any tier must submit the following information and satisfy the minimum standards established by the DISTRICT for inclusion in the program.

This form, together with the additional information requested, must be completed and submitted on or before the date established in the Request for Proposal. Failure to timely submit the information or to satisfy the minimum occupational safety and health qualifications will disqualify a prospective bidder from participating in the project.

Please provide the following information:

1. Current year Workers' Compensation Experience Modification: _____
Workers' Compensation Bureau ID # _____
2. Have any Serious and Willful violations (Labor Code Section 6300 et seq.) been actually awarded against you in the last

Two (2) Years: Yes _____	No _____
Five (5) Years: Yes _____	No _____
3. Attach a copy of the following with respect to your Injury & Illness Prevention Program (IIPP) (Labor Code sections 6401.7 and Cal OSHA regulation: CCR Title 8, #3203) Sample IIPP programs can be obtained on the Cal OSHA web site at www.cal-osh.com
 - a. List of specific, supervisor safety responsibilities
 - b. New employee hazard-specific orientation checklist
 - c. Copy of CONTRACTOR's substance abuse program
(This document may be separate from your IIPP program)

You may attach a copy of only the specific pages addressing these 3 items. A copy of your entire IIPP program is not necessary.

Please return the completed form and all attached information to the DISTRICT as directed in the RFP.

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

Contractor name: _____ Contractors License #: _____

Address: _____

Date: _____ Name: _____

Phone Number: _____ Title: _____

Fax Number: _____ Signature: _____

E-mail Address: _____

END OF DOCUMENT

DOCUMENT 00411

BOND ACCOMPANYING PROPOSAL

KNOW ALL BY THESE PRESENTS:

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

WHEREAS, the said Principal [_____] is submitting a Proposal for District Bid No. **XXXXXX**, [name of project]

THE CONDITION OF THIS OBLIGATION IS SUCH that if the proposal submitted by the said Principal [_____] be accepted and the contract be awarded to said Principal [_____] and said Principal [_____] shall within a period of twenty (20) calendar days after such award enter into the contract so awarded, execute Document 00520 Agreement and provide the required Performance Bond, Labor and Material Payment Bond, insurance certificates and all other endorsements, forms and documents required under Document 00200 Request for Proposal, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 2004.

(Corporate Seal)

By

Principal

Surety

(Corporate Seal)

By

Attorney in Fact

END OF DOCUMENT

DOCUMENT 00430

SUBCONTRACTORS AND SUBCONSULTANTS LIST FORM

Design-Build Entity shall submit this form listing subcontractors thirty (30) days prior to scheduled construction start and prior to Notice to Proceed with Construction, pursuant to Public Contract Code section 4107.

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

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

END OF DOCUMENT

DOCUMENT 00481

NON-COLLUSION AFFIDAVIT

Public Contract Code § 7106

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

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

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

_____ the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a public entity, or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

(Name of Bidder)

(Signature of Principal)

Subscribed and sworn before me this _____ day of _____, 2004.

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

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

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

END OF DOCUMENT

DOCUMENT 00482

DESIGN-BUILD ENTITY CERTIFICATIONS

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
[name of project]

TO BE EXECUTED BY ALL DESIGN-BUILD ENTITY'S AND SUBMITTED WITH PROPOSALS

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

Bidder: _____
[Name of Bidder]

By: _____
[Signature]

Name: _____
[Printed Name]

Its: _____
[Title]

Dated: _____

END OF DOCUMENT

DOCUMENT 00505

NOTICE OF INTENT TO AWARD DESIGN BUILD CONTRACT

DATE POSTED: _____

BID NUMBER: **XXXXXX**

PROJECT TITLE: **[name of project]**

_____, the [Title] of the San Mateo Community College District, intends to recommend to the [Board of Trustees of the San Mateo County Community College District] on [date 20__] the award of the above-referenced project to (Name of Design-build Entity)_____.

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

SIGNATURE _____ DATE _____

_____],

_____]

[Title]

END OF DOCUMENT

DOCUMENT 00510
NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT BID NO. XXXXX

CONTRACT FOR [name of project]

The Contract Price of your contract is the Contract Sum (as provided in Document 00520 Agreement), which is _____ Dollars (_____), subject to additions and deductions by Change Order, as provided in the Contract Documents.

Two copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

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.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, that is by _____, 200X:

1. Deliver to District **two** fully executed counterparts of Document 00520 Agreement. Each Document 00520 must bear your signature on **every** page.
2. Deliver to District Document 00610 Contract Performance Bond, executed by you and your surety.
3. Deliver to District Document 00620 Labor and Material Bond, executed by you and your surety.
4. Deliver to District Document 00630 Guaranty, executed by you.
6. Deliver to District the insurance certificates required under Document 00200 Instructions to Bidders.

Failure to comply with these conditions within the time specified will entitle District to consider your proposal abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, District will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

SAN MATEO COUNTY COMMUNITY COLLEGE
DISTRICT

By: _____
[name of project manager]
Project Manager

END OF DOCUMENT

DOCUMENT 00520

AGREEMENT

FOR DESIGN/BUILD SERVICES

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

INSERT PROJECT DESCRIPTION,

THIS AGREEMENT, made this _____ day of _____, 2007, by and between INSERT NAME OF CONTRACTOR. whose place of business is at INSERT CONTRACTOR ADDRESS, hereinafter called "**Design-Build Entity**", and SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter called "**District**".

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

Article I. Work

- 1.1 Design-Build Entity shall provide, furnish, and perform all necessary planning, architectural, engineering, and all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, and all other construction services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by District, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing (except that testing to be provided by the District) required for a complete, operational, and fully functional Project, as further described in Section 01010 Summary of Work (hereinafter, the all-inclusive obligations of the Design-Build Entity set forth in this sentence shall be referred to as the "Work"). Except with regard to any material to be provided and/or installed by District, Design-Build Entity shall fully commission and turn over a complete, operational, and fully functional Project to District as a "Turnkey" functional INSERT PROJECT DESCRIPTION. Without limiting the generality of this Document 00520, Design-Build Entity shall provide the following work and Services:
- 1.2 Design-Build Entity shall prepare complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the complete, operational, and fully functional INSERT PROJECT DESCRIPTION and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required.
- 1.3 Design-Build Entity shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing (except that testing to be provided by the District), utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional INSERT PROJECT DESCRIPTION including required permanent interconnection for electricity, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.
- 1.4 Design-Build Entity shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Design-Build Entity shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

- 1.5 Design-Build Entity shall obtain, at Design-Build Entity's expense, all governmental and private approvals, licenses, and permits required to complete the Work; provided, however, District will be responsible for paying the cost of all District imposed fees. Design-Build Entity shall design and construct complete, operational, a fully functional project in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of equipment or systems.
- 1.6 Design-Build Entity shall provide a warranty of the length identified in the Contract for this Project.
- 1.7 No construction or alteration of any District facility under the Contract Documents shall commence prior to the receipt of the written approval of the plans and specifications therefore, as to the safety of design and construction, from the District and as required, the Division of the State Architect.

Article II. District's Project Manager and Representatives

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

**San Mateo County Community College District
Attn: INSERT PROJECT MANAGER
ADDRESS**

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

Article III. Contract Time and Liquidated Damages

- 3.1 Design-Build Entity shall complete the Work within the Milestone Schedule in Appendix A, hereby made part of this Agreement.
- 3.2 Liquidated Damages.
District and Design-Build Entity recognize that time is of the essence of this Agreement and that District will suffer financial loss in the form of lost revenues, contract administration expenses (including project management and consultants' expenses), delay and loss of public use, if the Work is not completed within the time specified in paragraph 3.1 above plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Paragraph 1.15 of Document 00700 General Conditions, Design-Build Entity 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 the Work.

Accordingly, District and Design-Build Entity agree that Design-Build Entity shall pay District the following liquidated damages measures:

- 3.2.1 Design-Build Entity shall pay District NUMBER for each calendar Day that expires after the time specified in Appendix A of this Document 00520 for Substantial Completion of Building NUMBER until Substantial Completion of Building NUMBER.
- 3.2.2 Design-Build Entity shall pay District NUMBER for each calendar Day that expires after the time specified in Appendix A of this Document 00520 for Substantial Completion of Building NUMBER until Substantial Completion of Building NUMBER.
- 3.2.3 Design-Build Entity shall pay District NUMBER for each calendar Day that expires after the time

specified in Appendix A of this Document 00520 for Substantial Completion of Sitework until Substantial Completion of Sitework.

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

Article IV. Contract Sum

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

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

In order to induce District to enter into this Agreement, Design-Build Entity makes the following representations and warranties:

- 5.1 Design-Build Entity has visited the Site and has observed the nature and extent of the Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design-Build Entity and safety precautions and programs incident thereto.
- 5.2 Design-Build Entity has examined all reports of exploration and tests of subsurface conditions, as built drawings, drawings or reports, reasonably available for design and construction purposes, of physical conditions, including Underground Facilities, which are identified in the Request for Proposal, Geotechnical Data and Existing Conditions, or which may be apparent at the Site. The District has obtained and provided to the Design-Build Entity a Geotechnical Investigation of the proposed Project Site. The Design-Build Entity may utilize and rely upon information on subsurface conditions furnished by the District, unless specifically excluded in the Request for Proposal.
- 5.3 Design-Build Entity has obtained and reviewed all such examinations, investigations, explorations, tests, reports and studies referred to in Paragraph 5.2 of this Document 00520 that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 General Conditions.
- 5.4 Design-Build Entity has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Design-Build Entity has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual

conditions and the written resolution thereof through Addenda issued by District is acceptable to Design-Build Entity.

- 5.6 Design-Build Entity is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Design-Build Entity has duly authorized the execution, delivery and performance of this Agreement, the 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 Design-Build Entity.
- 5.8 Prior to the District's Issuance of a Notice to Proceed with Construction, the Design-Build Entity will list all Subcontractors performing Work pursuant to the Subcontractor Listing requirements of California Public Contracting Code Section 4104 on the Form included in Section 00430 Subcontractors List Form.

Article VI. Contract Documents

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

Request for Proposal, DATE
Addendum #1, DATE
Design-Build Entity's Proposal, Dated DATE
Document 00410 (Proposal Form) DATE

Exhibit A – Milestone Schedule, dated DATE

Document 00700 (General Conditions), DATE

- 6.2 The documents submitted in the Proposal included proposed revisions to the scope of work, in the form of Exceptions to the RFP, Owner Requested Alternates, Voluntary Alternates and Clarifications. The District retains its rights to accept Alternates subsequent to executing the Agreement per the terms previously set forth in the Request for Proposal.
- 6.3 There are no Contract Documents other than those listed above 00520, Article VI. Documents may only be amended, modified or supplemented as provided in Document 00700 General Conditions.

Article VII. Miscellaneous

- 7.1 Terms used in this Agreement are defined in Document 00700 General Conditions and Section 01420 References and Definitions, and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance is any person, signing this Agreement for or on behalf of District or acting as an employee or representative of District, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Design-Build Entity shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the to the Subcontractor Listing requirements of California Public Contracting Code Section 4107
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public

contract, the Design-Build Entity or subcontractor irrevocably offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to the Design-Build Entity, without further acknowledgment by the parties.

- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are in the Contract Documents or on file at District's office, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Design-Build Entity represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design-Build Entity shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Agreement shall be deemed to have been entered into in the City of San Mateo, County of San Mateo, and governed in all respects by California law (excluding conflicts of laws). The exclusive venue for all disputes or litigation hereunder shall be in the County of San Mateo. Both parties hereby waive their rights under California Code of Civil Procedure, Section 394, to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.
- 7.9 Design-Build Entity accepts the claims procedures established by Document 00700, Article 1.12, as established under California Government Code, Section 930.2, *et seq.*
- 7.10 District shall have the right to review all phases of Design-Build Entity's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review, approval and other action shall not relieve Design-Build Entity of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District's monitoring and accepting the design as developed and issued by the Design-Build Entity, consistent with these Contract Documents. Design-Build Entity's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“District”

SAN MATEO COUNTY COMMUNITY COLLEGE
DISTRICT, a public entity

By: _____
James W. Keller, Executive Vice Chancellor

“Design-Build Entity”

DESIGN-BUILD ENTITY CONSTRUCTION CO., a
corporation incorporated in the State of STATE

By: _____

EXHIBIT A

MILESTONE SCHEDULE

Milestone Event

Latest Date for Completion of Milestone

Substantial Completion of Building NUMBER –
Substantial Completion of Building NUMBER –
Substantial Completion of Sitework
Final Completion

NUMBERcalendar Days from Issuance Date of Notice to Proceed with Design
NUMBER calendar Days from Issuance Date of Notice to Proceed with Design
NUMBER calendar Days from Issuance Date of Notice to Proceed with Design
NUMBER calendar Days from Issuance Date of Notice to Proceed with Design

END OF DOCUMENT

DOCUMENT 00550

NOTICE TO PROCEED WITH _____
(Indicate Design or Construction)

Dated: _____

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

ADDRESS: [address]

 [address]

PROJECT: [name of project]

You are notified that the Contract Time under the above contract will commence to run on _____, 200X, for the [name of project]. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Paragraph 3.1 of Document 00520 Agreement, the date of Substantial Completion of [description of project portion] is _____, **200X**, the date of Substantial Completion of [description of project portion] is _____200X, the date of Substantial Completion of the Site Development is _____, **200X** and the date of Final Completion is _____, **200X**.

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

SAN MATEO COUNTY COMMUNITY COLLEGE
DISTRICT

By: _____
 [name]
 Project Manager

END OF DOCUMENT

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

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

DESIGN-BUILD ENTITY:

SURETY:

Name

Name

Address

Principal Place of Business

DISTRICT:

**SAN MATEO COUNTY COMMUNITY COLLEGE
DISTRICT**

**3401 CSM Drive
San Mateo, CA 94402**

**[name of project]
BID NO. XXXXX
At [city], California**

DATED _____, 2004 in

the amount of \$ [_____]

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

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

BOND TERMS AND CONDITIONS

1. The Design-Build Entity and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the complete and proper performance of the Contract, which is incorporated herein by reference.
2. If the Design-Build Entity completely and properly performs all of its obligations under the Contract, the Surety and the Design-Build Entity shall have no obligation under this Bond.
3. If there is no District Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 District has declared a Design-Build Entity Default under the Contract pursuant to the terms of the Contract; and
 - 3.2 District has agreed to pay the Balance of the Contract Sum to:
 - 3.2.1 The Surety in accordance with the terms of this Bond and the Contract; or
 - 3.2.2 To a Design-Build Entity selected to perform the Contract in accordance with the terms of this Bond and the Contract.
4. When District has satisfied the conditions of Paragraph 3, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for the Design-Build Entity, with consent of District, to perform and complete the Contract (but District may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent Design-Build Entities; or
 - 4.3 Obtain bids from qualified Design-Build Entities acceptable to District for a contract for performance and completion of the Contract, and, upon determination by District of the lowest responsible bidder, arrange for a contract to be prepared for execution by District and the Design-Build Entity selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract; and, if the Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then the Surety shall pay to District the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Design-Build Entity and with reasonable promptness under the circumstances, and, after investigation and consultation with District, determine in good faith the amount for which it may then be liable to District under Paragraph 6, below, for the performance and completion of the Contract and, as soon as practicable after the amount is determined, tender payment therefor to District with full explanation of the payment's calculation. If District accepts the Surety's tender under this paragraph 4.4, District may still hold Surety liable for future damages then unknown or unliquidated resulting from the Design-Build Entity Default. If District disputes the amount of Surety's tender under this paragraph 4.4, District may exercise all remedies available to it at law to enforce the Surety's liability under paragraph 6, below.

5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from District to the Surety demanding that the Surety perform its obligations under this Bond. At all times District shall be entitled to enforce any remedy available to District at law or under the Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or Design-Build Entities.
6. The Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Design-Build Entity under the Contract. The Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of the Design-Build Entity under the Contract for completion of the Contract and correction of defective work;
 - 6.2 The responsibilities of the Design-Build Entity under the Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Contract, actual damages caused by non-performance of the Contract, including but not limited to, all valid and proper back-charges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from the Design-Build Entity Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, alteration or addition to the Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The Surety consents to all terms of the Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between District and the Design-Build Entity regarding the Contract, or in the courts of the County of San Mateo, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to the Surety, District or the Design-Build Entity shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
 - 12.1 District Default: Material failure of District, which has neither been remedied nor waived, to pay the Design-Build Entity progress payments due under the Contract or to perform other material terms of the Contract, if such failure is the cause of the asserted Design-Build Entity Default and is sufficient to justify Design-Build Entity termination of the Contract.
 - 12.2 Balance of the Contract Sum: The total amount payable by District to the Design-Build Entity pursuant to the terms of the Contract after all proper adjustments have been made under the Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Contract.

- 12.3 Contract: The agreement between District and the Design-Build Entity identified on the signature page, including all Contract Documents and changes thereto.
- 12.4 Design-Build Entity Default: Material failure of the Design-Build Entity, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract, including but not limited to, the provisions of Paragraph 1.13.G of Document 00700 General Conditions.

END OF DOCUMENT

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

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

DESIGN-BUILD ENTITY:

SURETY:

Name

Name

Address

Principal Place of Business

DISTRICT:

**SAN MATEO COUNTY COMMUNITY COLLEGE
DISTRICT**

**3401 CSM Drive
San Mateo, CA 94402**

[name of project]
BID NO. XXXX
At [city], California

DATED _____, 200X in
the amount of \$ [_____]

DESIGN-BUILD ENTITY AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

BOND TERMS AND CONDITIONS

1. The Design-Build Entity and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to District, this obligation shall be null and void if the Design-Build Entity:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless District from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided District has promptly notified the Design-Build Entity and the Surety (at the address described in Paragraph 10) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Design-Build Entity and the Surety, and provided there is no District Default.
3. With respect to Claimants, this obligation shall be null and void if the Design-Build Entity promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. However, if Design-Build Entity or its subcontractors fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Design-Build Entity or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., the Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. The 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 the Surety under this Bond.
6. Amounts due the Design-Build Entity under the Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of the Design-Build Entity and the 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. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. Notice to the Surety, District or the Design-Build Entity shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, District or the Design-Build Entity, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Design-Build Entity shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
 - 13.1.1 District Default: Material failure of District, which has neither been remedied nor waived, to pay the Design-Build Entity as required by the Contract, provided that failure is the cause of the failure of Design-Build Entity to pay the Claimants and is sufficient to justify termination of the Contract.
 - 13.1.2 Claimant: An individual or entity having a direct contract with this Design-Build Entity or with a subcontractor of the Design-Build Entity to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of the Design-Build Entity and the Design-Build Entity's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
 - 13.1.3 Contract: The agreement between District and the Design-Build Entity identified on the signature page, including all Contract Documents and changes thereto.

END OF DOCUMENT

DOCUMENT 00630

GUARANTY

TO THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT for construction of
[name of project]

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

Design-Build Entity 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 Design-Build Entity and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Design-Build Entity shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Design-Build Entity of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Design-Build Entity shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Completion.

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, Design-Build Entity shall promptly, without cost to District and in accordance with District’s written instructions, correct such defective Work. Design-Build Entity shall remove any defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Build Entity fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective Work corrected or the rejected Work removed and replaced. Design-Build Entity shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design-Build Entity fails to correct defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Design-Build Entity of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Design-Build Entity shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

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 01420 (References and Definitions). The foregoing Guaranty is in addition to any other warranties of Design-Build Entity contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Design-Build Entity under the Contract Documents and at law with respect to Design-Build Entity’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Design-Build Entity under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Design-Build Entity.

Design-Build Entity’s Name

Address

City/State/Zip

Date

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

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

RECITALS

- 1. District and Design-Build Entity entered into a Contract for Bid No. 86464 Skyline College Buildings #6 & 7A in the County of San Mateo, State of California.
- 2. The Work under the Contract has been completed.

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

AGREEMENT

- 3. Design-Build Entity will not be assessed liquidated damages except as detailed below:

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

- 4. Subject to the provisions of this Agreement and Release, District shall forthwith pay to Design-Build Entity the sum of [_____] Dollars and [_____] Cents (\$[_____]) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with District as of the date of such payment.
- 5. Design-Build Entity acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6, and continuing obligations described in Paragraph 8, below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Design-Build Entity against District and all of its agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 6, and continuing obligations described in Paragraph 8, below.

- 6. The following claims submitted under Document 00700, Article 1.12 are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:

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

[Insert information, including attachment if necessary]

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

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

- 12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

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

SAN MATEO COUNTY COMMUNITY COLLEGE
DISTRICT

DESIGN-BUILD ENTITY

BY: _____

BY: _____

Its: _____

Its: _____

END OF DOCUMENT

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

1. Substitution Request Form

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

END OF DOCUMENT



SAN MATEO COUNTY
COMMUNITY COLLEGE DISTRICT

SUBSTITUTION REQUEST FORM

RFS # _____

PROJECT: [name of project]	D-B ENTITY:
SMCCCD Project No: [project number]	

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

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

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

Section / Drawing	Article	Specified Item
Proposed Substitution:		

Attach complete technical data, including laboratory tests as applicable.

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

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone/ Fax: _____

Remarks: _____

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

Consultant Response:

Accepted

Not Accepted

Accepted As Noted

Received Too Late

District Representative Response:

Accepted

Not Accepted

Accepted As Noted

Received Too Late

Remarks: _____

Remarks: _____

By: _____

By: _____

DOCUMENT 00680
EDUC. CODE § 81704(c)(5); P.C.C. § 22300

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

This Escrow Agreement (“Escrow Agreement”) is made and entered into this _____ day of _____, 2004, by and between SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a public entity, hereinafter called (“**District**”), and _____ whose place of business is _____ hereinafter called (“**Design-Build Entity**”), and **[insert either]** District, as escrow agent **[or]** **[Name of Bank]**, a state or federally chartered bank in the state of California, whose place of business is located at _____ (“**Escrow Agent**”). This Escrow Agreement is intended to incorporate the requirements of PCC § 22300.

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

1. Pursuant to California Education Code, Section 81704(c)(5) and Public Contract Code, Section 22300, Design-Build Entity has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Contract for Bid No. 86464 entered into between District and Design-Build Entity for the Skyline College Buildings 6 & 7A Project in the amount of **[Contract Sum]** dated **[Date of Contract]** (the “**Contract**”). Alternatively, on written request of Design-Build Entity, District shall make payments of the retention earnings directly to Escrow Agent. When Design-Build Entity deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Design-Build Entity. Securities shall be held in name of _____, and shall designate Design-Build Entity as beneficial owner.
2. District shall make progress payments to Design-Build Entity for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Design-Build Entity until the time that the escrow created under this Escrow Agreement is terminated. Design-Build Entity may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Design-Build Entity shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. Such expenses and payment terms shall be determined by District, Design-Build Entity and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Design-Build Entity and shall be subject to withdrawal by Design-Build Entity at any time and from time to time without notice to District.
6. Design-Build Entity shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Design-Build Entity.

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

On behalf of District:

On behalf of Design-Build Entity:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

SAN MATEO COUNTY COMMUNITY COLLEGE
DISTRICT

Design-Build Entity

Title

Title

Name

Name

Signature

Signature

Escrow Agent

Title

Name

Signature

END OF DOCUMENT

DOCUMENT 00700

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GENERAL CONDITIONS

1. GENERAL

1.1 Documents

Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) District and/or its representatives and (except as provided in paragraph 13.9 below) a Subcontractor of any tier, Subconsultant of any tier, or supplier of any Project labor, materials, or equipment; or (2) between any persons or entities other than District and Design-Build Entity. District shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (1) above, and each such agreement shall so provide. Design-Build Entity is fully responsible for Design-Build Entity's own acts and omissions. Design-Build Entity is responsible for all acts and omissions of its Architect, Subconsultants of any tier, Subcontractors of any tier, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Design-Build Entity.

1.2 Exercise of Contract Responsibilities

In exercising its responsibilities and authorities under the Contract Documents, District does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Design-Build Entity, Design-Build Entity's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, District's Representatives do not assume any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assume any duty of care to Design-Build Entity or any Subcontractor, sub-Subcontractor or suppliers.

1.3 Defined Terms

Administration of construction shall include the following delineations of responsibilities pursuant to Part 1, Title 24, California Code of Regulations. Design-Build Entity shall perform as required under Section 4-343, including, but not limited to verified reports per sections 4-336 and 4-343. All abbreviations and definitions of terms used and not otherwise defined in this Document 00700 are set forth in Section 01420 (References and Definitions). This Document 00700 subdivides at first level into Articles, and then into paragraphs.

2. SUBMITTING DESIGN-BUILD PROPOSAL

2.1 Investigation Prior To Proposing

- 2.1.A. Prior to submitting Design-Build Proposal, Proposing DBEs shall perform the review and analysis required by Article 5 of Document 00520 (Agreement). Under the Contract Documents, Design-Build Entity is charged with all information and knowledge that a reasonable Proposing DBE would ascertain from having performed the required review and analysis. Proposal prices shall include entire cost of all "incidental work" to complete of the Work, as that term is defined in Article 5.1.C. of this Document 00700.
- 2.1.B. Conditions Shown on Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions indicated in the Contract Documents, *e.g.*, on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. District warrants, and Design-Build Entity may rely on, the accuracy of only limited types of information as discussed below.
 1. Aboveground and as-built conditions: There is no express or implied warranty and no express or implied representation that any information as to aboveground conditions or as-built conditions indicated in the Contract Documents is correctly shown, or indicated, or complete.
 2. Subsurface conditions: Design-Build Entity may rely upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. District is not responsible for (1) Design-Build Entity's conclusions or opinions drawn from any subsurface condition information or (2) subsurface conditions that are not specifically shown. (For example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

3. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to Document 00320 (Existing Conditions and Geotechnical Data) for identification of geotechnical reports, “as built” information, and other drawings or other documents describing physical conditions in or relating to existing surface or subsurface conditions or structures at or contiguous to the Site. Some of these materials are not Contract Documents and reference is made to Document 00320 (Existing Conditions and Geotechnical Data) for the manner in which Design-Build Entity may rely on the information in these materials.

2.2 Subcontractors

- 2.2.A. Consistent with Public Contract Code Sections 4101 *et seq.*, Design-Build Entity 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, Design-Build Entity shall provide District with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.
- 2.2.B. Subcontract agreements shall preserve and protect the rights of District under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Design-Build Entity shall require the Subcontractor’s written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Design-Build Entity all the obligations and responsibilities that Design-Build Entity assumes toward District under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Design-Build Entity is subject under the Contract Documents.)
- 2.2.C. Design-Build Entity shall provide for the assignment to District of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents.

3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

3.1 Award Of Contract

District will make the Award of Contract by issuing a Notice of Award. As a condition to District signing Document 00520 (Agreement), however, Design-Build Entity shall deliver to District the executed agreements, forms, bonds and insurance documents required by Document 00200 (Request for Proposal) in the required quantities and within the required times.

3.2 Commencement Of Work

The Contract Time will commence to run upon issuance of a Notice to Proceed (Design), on the date indicated in the Notice to Proceed. See also paragraph 15.1.B of this Document 00700. District may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Design-Build Entity shall not do any Work at the Site prior to the date on which the Contract Time commences to run or prior to receiving a Notice to Proceed with Construction.

4. BONDS AND INSURANCE

4.1 Bonds

- 4.1.A. At or before the date indicated in Document 00200 (Request for Proposal), Design-Build Entity shall file with District the following bonds:
 1. Corporate surety bond, in the form of Document 00610 (Construction Performance Bond), in the penal sum of 100% of the Design-Build Entity’s Proposal as accepted, to guarantee faithful performance of the Work; and
 2. Corporate surety bond, in the form of Document 00620 (Construction Labor and Material Payment Bond), in the penal sum of 100% of the Design-Build Entity’s Proposal as accepted, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.
- 4.1.B. 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-9** or better.

4.2 Insurance

See Documents 00810 (Insurance) & 00821 (Owner Controlled Insurance Program), incorporated herein by this reference.

5. CONTRACT DOCUMENTS

5.1 Intent

- 5.1.A. Contract Documents are intended to describe the criteria for a functionally complete and operable Project (and all parts thereof) to be designed and constructed in accordance with the requirements of Contract Documents. Design-Build Entity shall prepare the Construction Drawings and Specifications and obtain required approvals, perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Design-Build Entity shall interpret words or phrases used to describe work (including services), materials or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Bridging Document Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards, including without limitation Title 24 of the California Code of Regulations. The Division and Sections of the Bridging Document Specifications and the identification on any Bridging Document Drawings shall not control the Design-Build Entity in dividing the Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- 5.1.B. As part of the "Work," Design-Build Entity shall provide all design services by licensed professionals, labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents.
- 5.1.C. Design-Build Entity shall perform reasonably implied parts of Work as "incidental work" although absent from Contract Documents. Incidental work includes any work not indicated in the Contract Documents that is necessary or normally or customarily required as a part of the design and construction of the Work. Incidental work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Design-Build Entity shall perform incidental work without extra cost to District. Incidental work shall be treated as if fully described in the Contract Documents and the expense of incidental work shall be included in Proposal Price and Contract Sum.

5.2 Drawing Details in the Bridging Document Drawings

A typical or representative detail on Bridging Document Drawings (if any) shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Bridging Document Drawings, Design-Build Entity shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by District. Repetitive features shown in outline on Bridging Document Drawings shall be in exact accordance with corresponding features completely shown.

5.3 Interpretation Of Contract Documents

The Drawings and Specifications prepared by the Design-Build Entity's Architect/Engineer shall comply with the Contract Documents. It is the responsibility of the DBE to comply with all requirements of the Contract Documents. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Drawings and Specifications prepared by the DBE's Architect/Engineer in regards to compliance with the Contract Documents, the matter shall be referred to the District's representative in writing, with a copy to the Inspector. District's representative shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as District's representative may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding upon the Design-Build Entity, unless District in its discretion

directs otherwise. All other matters of clarification shall be addressed in writing by the DBE's Architect/Engineer, with copies to the District's representative and Inspector. The District's representative shall review clarifications and interpretations for consistency with the Contract Documents. The Design-Build Entity shall not carry on Work except with the knowledge of Inspector. No adjustment in the Contract Sum or Contract Times shall be considered based on written clarification or interpretation by the DBE's Architect/Engineer and based on any adjustments identified by the District to comply with the Contract Documents. If the DBE believes that the District interpretation is not supported by the Contract Documents, then Design-Build Entity shall give District prompt written notice as provided in Section 01250 (Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Design-Build Entity shall perform the Work in conformance with District's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12 of this Document 00700.

5.4 Checking Of Drawings

Before undertaking each part of the Work, Design-Build Entity shall carefully study and compare the Bridging Document Drawings and Specifications with the Contract Documents. The Design-Build Entity shall check and verify pertinent figures shown thereon and all applicable field measurements. Design-Build Entity shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Bridging Document Drawings shall be followed; Design-Build Entity shall not scale measurements. Design-Build Entity shall promptly report in writing to the District, with copies to the IOR, any conflict, error, ambiguity or discrepancy which the Design-Build Entity may discover. District shall provide a written interpretation or clarification to the Design-Build Entity and IOR. The District shall review written interpretation or clarification for compliance with the Contract Documents. The Design-Build Entity shall replace any Work not in compliance with the Contract Documents. The Design-Build Entity shall be fully responsible for any errors or ambiguities contained in the Construction Drawings and Specifications prepared by their Architect/Engineer.

5.5 Standards To Apply Where Specifications Are Not Furnished

The following general specifications shall apply wherever in the Specifications, or in any orders given by District pursuant to or supplementing the Specifications, it is provided that the Design-Build Entity shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are set forth. Materials or manufactured articles shall be 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. Work shall conform to the usual standards or codes, such as those cited in Section 01420 (References and Definitions), for first-class work of the kind required. The Design-Build Entity shall specify in writing to District the materials to be used or Work to be performed under this paragraph 5.5 no later than ten (10) business days prior to placing orders for such materials or performance of such Work.

5.6 Deviation from Contract Documents

- 5.6.A. As set forth in Part 1, Title 24, California Code of Regulations, no modification or deviation from the Contract Documents will be permitted. Design-Build Entity must perform design and construction Work in strict accordance with Contract Documents. Design-Build Entity shall review Drawings and Specifications developed by the DBE's subconsultants and design-build subcontractors under this Contract for compliance with the Contract Documents prior to submission to and approval of Drawings and Specifications by the Division of the State Architect. No order for any alteration, modification or extra which shall increase or decrease the cost of Work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing, and the order signed by the Design-Build Entity, and certified by the authorized officer representing District. As appropriate, Change Orders changing the approved Drawings and technical specifications are subject to approval by the Division of the State Architect under the procedures prescribed in Section 4-338, Part 1, Title 24, California Code of Regulations. Deviations from Drawings and from the dimensions therein given, or from the Specifications, whether or not error is believed to exist, shall be made only when approved in writing by District.
- 5.6.B. District may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in location, lines or grades for Work under any item of Contract. No extra payment in addition to unit price fixed in Contract for Work under respective items will be allowed

on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made in accordance with Article 14 of this Document 00700.

5.7 Precedence Of Documents

- 5.7.A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 2. Document 00520 (Agreement), and terms and conditions referenced therein;
 3. Document 00800 (Supplementary Conditions);
 4. Document 00700 (General Conditions);
 5. Division 1 Specifications including Project Description;
 6. Technical Specifications of the Bridging Documents;
 7. Written numbers over figures, unless obviously incorrect;
 8. Figured dimensions over scaled dimensions;
 9. Large-scale drawings over small-scale drawings.
- 5.7.B. 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.
- 5.7.C. In the event the Specifications of the Bridging Documents include divisions above Division 16 (e.g., Division 17 and above), then such divisions shall be included within the Contract Documents unless identified otherwise.

5.8 Ownership And Use Of Drawings, Specifications And Contract Documents

Drawings and Specifications prepared under this Contract were prepared for use for Work of Contract Documents only. No part of the DBE's Drawings and Specifications or of the Contract Documents shall be used for any other construction or for any other purpose except with the written consent of District.

Any unauthorized use of said documents is prohibited. Consistent with Education Code Section 17316, any interest (including copyright interests) of Design-Build Entity or its contractors or sub-consultants (together, "**Sub-consultants**"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by DBE or its Sub-consultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by DBE or its Sub-consultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District's prior written approval, DBE may retain and use copies of such works for reference and as documentation of experience and capabilities. DBE shall, however, retain the copyright in its standard details, and grants District an unlimited license to use such details for the purposes stated herein. Should the District desire to reuse the Documents specified above and not use the services of the Architect, then the District agrees to require the new architect to assume any and all obligations for the reuse of the documents and process the same through the Division of the State Architect as the project Architect, and the District releases DBE and its Sub-consultants from liability associated with the reuse of the documents.

6. CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 District's Right To Perform Construction And To Award Separate Contracts

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

6.2 Mutual Responsibility

- 6.2.A. Design-Build Entity shall afford all other contractors, utility owners and District (if District is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Design-Build Entity shall ensure that the execution of its Work as described in Section 01100 properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.
- 6.2.B. Design-Build Entity shall coordinate its Work with the work of other separate contractors, District, and utility owners. Design-Build Entity shall attend coordination meetings with other contractors, District and its representatives, and utility owners as required by Section 01315 (Project Meetings).
- 6.2.C. Unless otherwise provided in the Contract Documents, Design-Build Entity shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Build Entity shall not endanger any work of other separate contractors, District or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of District and the others whose work will be affected.
- 6.2.D. Design-Build Entity's duties and responsibilities under paragraph of this Document 00700 are for the benefit of District and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Design-Build Entity in the direct contracts between District and such other contractors and utility owners.
- 6.2.E. To the extent that any part of Design-Build Entity's Work is to interface with work performed or installed by other contractors or utility owners, Design-Build Entity shall inspect and measure the in-place work. Design-Build Entity shall promptly report to District in writing any defect in in-place work that will impede or increase the cost of Design-Build Entity's interface unless corrected. District will require the contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Design-Build Entity fails to measure, inspect and/or report to District in writing defects that are reasonably discoverable, Design-Build Entity shall bear all costs of accomplishing the interface acceptable to District. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

6.3 District Authority Over Coordination

- 6.3.A. District will have authority over coordination of the activities of multiple contractors in cases where District performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. District may at any time and in its sole discretion, designate a person or entity other than District to have authority over the coordination of the activities among the various contractors. District's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Design-Build Entity of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in paragraph 6.2 of this Document 00700. Design-Build Entity shall promptly notify District in writing when another Design-Build Entity on the Project fails to coordinate its work with the Work of Contract Documents.
- 6.3.B. Design-Build Entity shall suspend any part of the Work or carry on the same in such manner as directed by District when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Design-Build Entity will be allowed if the suspension or Work change is due in whole or in part to Design-Build Entity's failure to perform its obligation with other contractors and utility owners. Damages or claims will be allowed only to the extent of fault by District if the suspension or Work change is due in whole or in part to another Design-Build Entity's failure to coordinate its work with Design-Build Entity, other contractors, and utility owners. District reserves the right to back charge Design-Build Entity for any damages or claims incurred by other contractors as a result of Design-Build Entity's failure to perform its obligations to coordinate with other contractors and utility owners. District may deposit the funds

retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures and Design-Build Entity releases District of further liability regarding such funds.

7. DISTRICT AND PAYMENT

7.1 District's Representative(s)

District's Representative(s) will have limited authority to act on behalf of District as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by District, District will issue all communications to Design-Build Entity through District's Representative, and Design-Build Entity shall issue all communications to District through District's Representative in a written document delivered to District. Should any direct communications between Design-Build Entity and District's consultants, architects or engineers not identified in Article 2 of Document 00520 (Agreement) occur during field visits or by telephone, Design-Build Entity shall immediately confirm them in a written document copied to District.

7.2 Means And Methods Of Construction

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

7.3 Receipt And Processing Of Applications For Payment

As required by Section 01200 (Measurement and Payment), Design-Build Entity shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. District will review Design-Build Entity's Applications for Payment and make payment thereon, and Design-Build Entity shall make payments to Subcontractors, suppliers and others, as required by Section 01200 (Measurement and Payment).

8. CONTROL OF THE WORK

8.1 Supervision Of Work By Design-Build Entity

- 8.1.A. During construction, reconstruction, repair, alteration of or addition to any school building, the Division of the State Architect, as provided by the Field Act, sections 39140 -39159 and sections 81130 - 81147 of the Education Code, shall make such inspection as in its judgment is necessary or proper for enforcement of the Act, and the protection of the safety of pupils, teachers and the public. If at any time as the Work progresses, prior to the issuance of the final approval, it shall be found that modifications or changes are necessary to secure safety, orders shall be by the Division of the State Architect for such modifications or changes. Refer to section 4-334, Part 1, Title 24, California Code of Regulations.
- 8.1.B. Design-Build Entity shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Design-Build Entity shall be responsible to see that the completed Work complies accurately with Contract Documents.
- 8.1.C. Design-Build Entity shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without District's express written consent. The Superintendent shall be Design-Build Entity's representative at the Site and shall have complete authority to act on behalf of Design-Build Entity. All communications to and from the Superintendent shall be as binding as if given to or by Design-Build Entity.

8.2 Observation Of Work By District Representative

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

- 8.2.B. District's representative will provide administration of Contract and observation of the Work as hereinafter described.
- 8.2.C. District's representative will advise and consult with District's Consultants and consult with District. District's representative will have authority to act on behalf of District only to extent provided in the Contract Documents or as set forth in writing by District.
- 8.2.D. District's representative will visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. However, neither the District's representative nor District's Consultants will be required to make exhaustive or continuous on-site inspections to check quality or quantity of Work. On the basis of on-site observations, the District's representative and will be informed of progress of Work, and will keep District informed of the Work's progress.
- 8.2.E. Neither the District's representative nor District's Consultants will be responsible for nor will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 8.2.F. Neither the District's representative nor District's Consultants will be responsible for or have control over the acts or omissions of Design-Build Entity, Subcontractors or their agents or employees, or any other persons performing Work.
- 8.2.G. District's representative will review Design-Build Entity's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with the Contract Documents as set forth in this Document 00700. Such action will be taken with reasonable promptness so as not to cause delay.
- 8.2.H. The District's representative and the IOR will conduct inspections to recommend to the District the dates that Design-Build Entity has achieved Substantial Completion and Final Acceptance, and will receive and forward to District for review written warranties and related documents required by Contract Documents and assembled by Design-Build Entity. The District's representative may employ design consultants to assist in this role.
- 8.2.I. The District's representative will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as District's representative may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. The Design-Build Entity shall review and be responsible for the compliance of written clarifications and interpretations with the Contract Documents. Such written clarifications and interpretations will be binding on the Design-Build Entity, unless District in its discretion directs otherwise.
- 8.2.J. Based on its observations, District's representative may recommend to District that it disapprove or reject Work that District's representative believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. District will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

8.3 Access To Work

During performance of Work, District and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Design-Build Entity shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as District's interests may require. Other contractors performing work for District may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Design-Build Entity shall have sole care, custody, and control of the Site and its Work areas.

8.4 Existing Utilities

Drawings may indicate above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the regional notification center, "Underground Service Alert" ("USA"). Design-Build Entity shall locate these known existing

installations before proceeding with trenching or other operations that 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. Additional utilities whose locations are unknown to District are suspected to exist. Design-Build Entity shall be alert to their existence; if they are encountered, Design-Build Entity shall immediately report to District for disposition of the same. In addition to reporting if any utility is damaged, Design-Build Entity shall take appropriate action as provided in this Document 00700. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Design-Build Entity's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00700.

- 8.4.A. At no additional cost to District, Design-Build Entity shall incorporate into the Work main or trunk line utilities identified in the Contract Documents or identified in Document 00320 (Existing Conditions and Geotechnical Data) and other utilities or underground structures known or reasonably discernible and that will remain in service, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Design-Build Entity shall take immediate action to restore any in service installations damaged by Design-Build Entity's operations. Should District determine that Design-Build Entity has not responded in a timely manner or not diligently pursued completion of the Work, District may restore service and deduct the costs of such action by District from the amounts due under the Contract.
- 8.4.B. Consistent with Government Code Section 4215, as between District and Design-Build Entity, District will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 00320 (Existing Conditions and Geotechnical Data). District will compensate for the cost of locating and repairing damage not due to Design-Build Entity's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 00320 (Existing Conditions) with reasonable accuracy, and equipment on the Project necessarily idled during such work.
- 8.4.C. Prior to performing Work at the Site, Design-Build Entity shall lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to District, prior to commencing other Work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Design-Build Entity shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced in paragraph 8.4.C of this Document 00700).
- 8.4.D. Nothing in this Document 00700 shall be deemed to require District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred by Design-Build Entity from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters, vaults and junction boxes, on or adjacent to the Site. Design-Build Entity shall immediately secure all available information and notify District and utility, in writing, of its discovery, while performing Work under the Contract Documents, of any utility facilities not identified in the Contract Documents or identified in Documents 00320.

8.5 Underground Facilities

- 8.5.A. Before commencing work of digging trenches or excavation, Design-Build Entity shall review all information available regarding subsurface conditions, including but not limited to information supplied in Document 00320 (Existing Conditions and Geotechnical Data), and subject to the terms and conditions of these documents, Design-Build Entity shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

“Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the

center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.”

- 8.5.B. Design-Build Entity shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Design-Build Entity is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Design-Build Entity shall provide District with copies of all USA records secured by Design-Build Entity. Design-Build Entity shall advise District of any conflict between information provided in Document 00320 (Existing Conditions and Geotechnical Data), the Drawings and that provided by USA records. Design-Build Entity’s excavation shall be subject to and comply with the Contract Documents, including without limitation Paragraphs 2.1 and 8.4 of this Document 00700.
- 8.5.C. The cost of all of the following will be included in the Contract Sum and Design-Build Entity shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 00320 (Existing Conditions and Geotechnical Data) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- 8.5.D. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by District or in information on file at USA or is otherwise reasonably available to Design-Build Entity, then Design-Build Entity shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 16 of this Document 00700), identify the owner of such Underground Facility and give written notice to that owner and to District. During such time, Design-Build Entity shall be responsible for the safety and protection of such Underground Facility.
- 8.5.E. Design-Build Entity may be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by District only where the Underground Facility:
1. Was not shown or indicated in the Contract Documents or in the information supplied pursuant to Document 00320 (Existing Conditions and Geotechnical Data) or in information on file at USA; and
 2. Design-Build Entity did not know of it; and
 3. Design-Build Entity could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Design-Build Entity pursuant to Document 00320 [Existing Conditions and Geotechnical Data], in information on file at USA, or otherwise reasonably available to Design-Build Entity.); and
 4. Design-Build Entity can demonstrate, for extension of Contract Time, that said additional work delayed critical path activities.
- 8.5.F. Design-Build Entity shall bear the risk that Underground Facilities not owned or built by District may differ in nature or locations shown in information made available by District pursuant to Document 00320 (Existing Conditions and Geotechnical Data), in information on file at USA, or otherwise reasonably available to Design-Build Entity. Underground Facilities are inherent in construction involving digging of trenches or other excavations and Design-Build Entity is to apply its skill and industry to verify the information available.

9. WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.1 Warranty And Guaranty

- 9.1.A. General Representations and Warranties: Design-Build Entity represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to

complete Work in accordance with the terms of Contract Documents. Design-Build Entity warrants that all design and construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Design-Build Entity warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Design-Build Entity warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Contract Documents and all descriptions set forth therein, and all other requirements of Contract Documents. Design-Build Entity shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

- 9.1.B. Extended Guarantees: Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Design-Build Entity expressly agrees to act as co-guarantor of such equipment and materials and shall supply District with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
- 9.1.C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this paragraph 9.1.C are effective continuously during Design-Build Entity's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Design-Build Entity covenants, warrants and represents to District that:
1. To Design-Build Entity's knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Design-Build Entity's construction thereof. If any lead or asbestos-containing materials were discovered, Design-Build Entity made immediate written disclosure to District.
 2. To Design-Build Entity's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Design-Build Entity's construction thereof.
 3. To Design-Build Entity's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Design-Build Entity's construction thereof. If any such materials were discovered, Design-Build Entity made immediate written disclosure to District.
 4. Design-Build Entity's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Design-Build Entity claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Design-Build Entity has not complied. If there are any such notices with which Design-Build Entity has complied, Design-Build Entity shall provide District with copies thereof.

9.2 Inspection Of Work

- 9.2.A. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with section 4-335 and section 4-333 of Part 1, Title 24, California Code of Regulations and the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by District, its agents, representatives or independent contractors retained by District to perform inspection services, or governmental agencies with jurisdictional interests. Design-Build Entity shall provide them proper and safe conditions for such access and advise them of Design-Build Entity's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, District shall be afforded access for inspection at the source of supply, manufacture or

assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

- 9.2.B. Design-Build Entity shall give District minimum 2 business days notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

The District will hire through separate contract, a Division of the State Architect (DSA)-certified Inspector of Record for this project, and a Special Inspection and Materials Testing Laboratory. Upon advance notice per paragraph 9.2.B., the District will endeavor to schedule required inspections, but if resources are not available, the Design-Build Entity may need to reschedule the Work at no additional cost to the District.

In the event that a scheduled inspection is canceled in less than 24 hours notice by the Design-Build Entity and the District incurs costs associated with the cancellation, the Design-Build Entity will reimburse the District for the actual costs of the canceled inspections. The amount will be deducted from payment owed the Design-Build Entity.

- 9.2.C. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body other than that listed above, Design-Build Entity shall assume full responsibility for arranging, paying for and obtaining such inspections, tests or approvals, and furnish District with the required certificates of inspection, or approval.

- 9.2.D. If Design-Build Entity covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of District, Design-Build Entity shall uncover the Work at District's request. Design-Build Entity shall bear the expense of uncovering Work and replacing Work.

- 9.2.E. In any case where Design-Build Entity covers Work contrary to District's request, Design-Build Entity shall uncover Work for District's observation or inspection at District's request. Design-Build Entity shall bear the cost of uncovering Work.

- 9.2.F. Whenever required by District, Design-Build Entity shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Design-Build Entity. If Work is found to be satisfactory, District, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.

- 9.2.G. District shall select testing agencies approved by the Division of the State Architect to conduct required tests and inspections for the project. A list of required structural tests and inspections prepared by the DBE's Architect/Engineer and approved by the Division of the State Architect shall be provided to the designated testing agency, District's representative and Project Inspector prior to the start of construction. Refer to section 4-335(a), Part 1, Title 24, California Code of Regulations.

- 9.2.H. The testing agency shall forward the test results to the Division of the State Architect, the Design-Build Entity, District and the Project Inspector within 14 days of the date of the test. The testing agency shall forward to the Division of the State Architect a verified report covering all the tests required to be made by that agency during the progress of the Project.

- 9.2.I. Inspection of the Work by or on behalf of District, or District's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Design-Build Entity shall have an absolute duty, in the absence of a written Change Order signed by District, to perform Work in conformance with the Contract Documents and correct defective work promptly upon knowledge thereof.

- 9.2.J. Any inspection, evaluation, or test performed by or on behalf of District relating to the Work is solely for the benefit of District, and shall not be relied upon by Design-Build Entity. Design-Build Entity shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by District, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Design-Build Entity shall be solely responsible

for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.3 Correction Of Defective Work

- 9.3.A. Design-Build Entity shall correct defective Work promptly upon knowledge of it. If Design-Build Entity fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, District may order Design-Build Entity to replace any Defective Work, or stop any portion of Work to permit District (at Design-Build Entity's expense) to replace such Defective Work. These District rights are entirely discretionary on the part of the District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Design-Build Entity or any other party.
- 9.3.B. District may direct Design-Build Entity to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Design-Build Entity shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Design-Build Entity, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Design-Build Entity disagrees with District's calculations, it may make a claim as provided in Article 12 of this Document 00700. District's rights under this paragraph 9.3.B shall be in addition to any other rights it may have under the Contract Documents or by law.
- 9.3.C. Correction Period: If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Design-Build Entity shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work. Design-Build Entity shall remove any Defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Build Entity fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the Defective Work corrected or the rejected Work removed and replaced. Design-Build Entity shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design-Build Entity fails to correct Defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.
- 9.3.D. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.
- 9.3.E. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.4 Acceptance And Correction Of Defective Work By District

- 9.4.A. District may accept Defective Work. Design-Build Entity shall pay all claims, costs, losses and damages attributable to District's evaluation of and determination to accept such Defective Work. If District accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Design-Build Entity, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Design-Build Entity disagrees with District's calculations, Design-Build Entity may make a claim as provided in Article

12 of this Document 00700. If District accepts any Defective Work after final payment, Design-Build Entity shall pay to District, an appropriate amount as determined by District.

- 9.4.B. District may correct and remedy deficiency if, after five Days' written notice to Design-Build Entity, Design-Build Entity fails to correct Defective Work or to remove and replace rejected Work in accordance with paragraph 9.3.B of this Document 00700; or provide a plan for correction of Defective Work acceptable to District; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, District may exclude Design-Build Entity from all or part of the Site; take possession of all or part of Work and suspend Design-Build Entity's Work related thereto; take possession of all or part of Design-Build Entity's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which District has paid Design-Build Entity but which are stored elsewhere. Design-Build Entity shall allow District, its representatives, agents, employees, and other contractors and consultants access to the Site to enable District to exercise the rights and remedies under this paragraph 9.4.B. Design-Build Entity shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by District in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Design-Build Entity, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Design-Build Entity disagrees with District's calculations, Design-Build Entity may make a claim as provided in Article 12 of this Document 00700.
- 9.4.C. District's decisions to accept defective Work or correct defective Work are subject to approval of the Division of State Architect, and all other requirements of Title 24, California Code of Regulations.

9.5 Rights Upon Inspection Or Correction

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

9.6 Samples And Tests Of Materials And Work

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

9.7 Proof Of Compliance Of Contract Provisions

In order that District may determine whether Design-Build Entity has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Design-Build

Entity shall at any time, when requested, submit to District properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

9.8 Acceptance

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

9.9 Substantial Completion

“Substantial Completion” means the stage in the progress of the Construction Work, as determined by District's Representative, when the Construction Work is complete and in accordance with the Contract Documents except only for minor items which do not impair District's ability to occupy and fully utilize the Construction Work for its intended purpose.

9.9.1 When Design-Build Entity gives notice to District's Representative, certified by DBE's Architect/Engineer, that the Construction Work is substantially complete, unless District's Representative determines that the Construction Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, District's Representative will inspect the Construction Work, and prepare and give to Design-Build Entity a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Design-Build Entity shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Design-Build Entity to complete all Construction Work in accordance with the Contract Documents. District's Representative will make an inspection to determine whether the Construction Work is substantially complete. If District's Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Design-Build Entity shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Design-Build Entity shall then submit a request for another inspection by District's Representative to determine Substantial Completion. Costs for additional inspection by District's Representative and their consultants shall be deducted from any monies due and payable to Design-Build Entity.

9.9.2 When District's Representative determines that the Construction Work is substantially complete, District's Representative will prepare a Certificate of Substantial Completion on District's form, which, when signed by District, shall establish the date of Substantial Completion and the responsibilities of District and Design-Build Entity for security, maintenance, utilities, insurance, and damage to the Construction Work. Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee To Repair Period for the Construction Work covered by the Certificate of Substantial Completion, shall commence on the date of Substantial Completion of the Construction Work except that Substantial Completion shall not commence the Guarantee to Repair Period for any equipment or systems that:

- .1 Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of the building which the District has neither Beneficially Occupied nor accepted as Substantially Complete); or
- .2 Are not accepted by the District.

The Guarantee To Repair Period for systems which become fully operational and accepted subsequent to Substantial Completion will begin on the date of their acceptance by District. The Certificate of Substantial Completion shall be submitted to District and Design-Build Entity for their written acceptance.

- 9.9.3 At the Design-Build Entity's request, request for inspection and certification of Substantial Completion by the District may be requested independently for Buildings #6, #7A and the Sitework portions of the "Work". No further partial inspections shall be requested, unless approved by the District in advance.

9.10 Final Completion

The term "Final Completion" means the point at which the Construction Work has been fully completed in accordance with the Contract Documents as determined by District's Representative.

9.11. Final Completion and Final Payment

- 9.11.1 Upon receipt of notice from Design-Build Entity, certified by DBE's Architect/Engineer, that the Construction Work is ready for final inspection, District's Representative will make such inspection. Final Completion shall be when District's Representative determines that the Construction Work is fully completed and in accordance with the Contract Documents. District will file a Notice of Completion within 10 days after Final Completion. After receipt of the final Application For Payment, if District's Representative determines that Final Completion has occurred, District's Representative will issue the final Certificate For Payment.

- 9.11.2 Neither final payment nor any retention shall become due until Design-Build Entity submits the following items to District's Representative:

- .1 The final Application For Payment and all submittals required in accordance with Paragraph 9.3.
- .2 All guarantees and warranties procured by Design-Build Entity from Subcontractors, all operating manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents.

The final payment shall be made, subject to the satisfaction of all other conditions to final payment, 35 days after the filing of the Notice of Completion.

- 9.11.3 Acceptance of final payment by Design-Build Entity shall constitute a waiver of all claims, except those previously made in writing and identified by Design-Build Entity as unsettled at the time of the final Application for Payment.

10. DESIGN-BUILD ENTITY'S ORGANIZATION AND EQUIPMENT

10.1 Design-Build Entity's Legal Address

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

10.2 Design-Build Entity's Office At The Work Site

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

10.3 Design-Build Entity's Superintendents Or Forepersons

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

10.4 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.

10.5 Design-Build Entity's And Subcontractors' Employees

Design-Build Entity shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If District notifies Design-Build Entity that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing District, or violates sanitary rules, or is otherwise unsatisfactory, and if District requests that such person be discharged from Work, then Design-Build Entity or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of District.

10.6 Design-Build Entity To Supply Sufficient Workers And Materials

- 10.6.A. Unless otherwise required by District under the terms of Contract Documents, Design-Build Entity shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- 10.6.B. At any time during progress of Work should Design-Build Entity directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then District may require Design-Build Entity to accelerate the Work and/or furnish additional qualified workers or materials as District may consider necessary, at no cost to District. If Design-Build Entity does not comply with the notice within three Business Days of date of service thereof, District shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as District may elect. District may, at its discretion, exclude Design-Build Entity from the Site, or portions of the Site or separate work elements during the time period that District exercises this right. District will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. District will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Design-Build Entity as if paid to Design-Build Entity. Design-Build Entity shall remain liable for resulting delay, including liquidated damages and indemnification of District from claims of others.
- 10.6.C. Exercise by District of the rights conferred upon District in paragraph 10.6.B of this Document 00700, is entirely discretionary on the part of District. District shall have no duty or obligation to exercise the rights referred to in paragraph 10.6.B of this Document 00700 and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of District's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon District under paragraph 10.6.B of this Document 00700 are cumulative to District's other rights under any provision of the Contract Documents.

10.7 Design-Build Entity To List Trades Working

Design-Build Entity shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to District as required in Section 01320 (Progress Schedules and Reports).

10.8 Design-Build Entity's Use Of The Site

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

11. PROSECUTION AND PROGRESS OF THE WORK**11.1 Schedules And Examinations Of Contract Documents**

- 11.1.A. Design-Build Entity shall submit schedules and reports, Shop Drawings and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 01315 (Project Meetings), 01320 (Progress Schedules and Reports), and 01330 (Submittal Procedures).
- 11.1.B. Design-Build Entity shall submit to District for review and discussion at the Preconstruction Conference documentation described in Section 01315 (Project Meetings):
1. Submit progress schedules and reports as required by Sections 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). Design-Build Entity shall utilize Progress Schedule in planning, scheduling, coordinating, performing and controlling Work (including all activities of Subcontractors, assigned contractors, equipment vendors and suppliers). Design-Build Entity shall update Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Design-Build Entity's monthly progress payments. Design-Build Entity's failure to submit and maintain an acceptable progress schedule may, in District's discretion, and without limiting the materiality of Design-Build Entity's other obligations under the Contract Documents, constitute grounds to declare Design-Build Entity in material breach of the Contract Documents
 2. Prior to receiving Notice to Proceed with Construction, submit a preliminary schedule of Shop Drawing and Sample submittals that shall list each required submittal and the times for submitting, reviewing and processing such submittal, as required by Section 01330 (Submittal Procedures). If no such schedule is agreed upon, then all Shop Drawings, Samples and product data submittals shall be completed and submitted within 30 Days after receipt of Notice to Proceed with Construction from District.
 3. Within 60 Days after the Notice of Award, a preliminary Schedule of Values for all the Work which shall include quantities and prices of items aggregating the Contract Sum and shall subdivide each Schedule of Values into component activities in sufficient detail to serve as the basis for progress payments during design and construction. Such Schedule of Values shall include an appropriate amount of overhead and profit applicable to each item of Work, a line item for Project Record Documents, and a line item for Project scheduling, and shall conform to Section 01200 (Measurement and Payment).
- 11.1.C. Unless otherwise provided in the Contract Documents, at least 15 Days before submission of the first application for payment, a conference attended by Design-Build Entity, District, and others as appropriate, will be held to review for acceptability the schedules submitted in accordance with paragraph 11.1.B of this Document 00700. Design-Build Entity shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Sections 01200 (Measurement and Payment), 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). No progress payment shall be due or owing to Design-Build Entity until the schedules are submitted to and acceptable to District as meeting the requirements of the Contract Documents, including Sections 01200 (Measurement and Payment), 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). District's acceptance of Design-Build Entity's schedules will not create any duty of care or impose on District any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Design-Build Entity from Design-Build Entity's full responsibility therefor.
- 11.1.D. Before commencing any portion of Work, Design-Build Entity shall inform District in writing as to time and place at which Design-Build Entity wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements

necessary for record and payment. Information shall be given to District a reasonable time in advance of time at which Design-Build Entity proposes to begin Work, so that District may complete necessary preliminary work without inconvenience or delay to Design-Build Entity.

- 11.1.E. Design-Build Entity shall submit submittals and Shop Drawings to District (or District's consultants if District so designates) for review in strict accordance with Section 01330 (Submittal Procedures). Submission of a Shop Drawing shall constitute Design-Build Entity's representation that all requirements of Section 01330 (Submittal Procedures) have been complied with. All submittals will be identified as District may require and in the number of copies specified in Section 01330 (Submittal Procedures).
- 11.1.F. Design-Build Entity shall not perform Work that requires submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal. Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final Schedule of Shop Drawing and Sample Submittals accepted by District, any related Work performed prior to District's approval of the pertinent submittal shall be at the sole expense, responsibility and risk of Design-Build Entity.

11.2 Cost Data

- 11.2.A. Design-Build Entity shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Design-Build Entity of each class of materials, tools and appliances used by Design-Build Entity in Work, and the amount of each class of materials used in each subdivision of Work. Design-Build Entity shall provide District with monthly summaries of this information. If Design-Build Entity maintains or is capable of generating summaries or reports comparing actual Project costs with Proposal estimates or budgets, Design-Build Entity shall provide District with a copy of such report upon District's request and whenever it is generated.
- 11.2.B. Design-Build Entity shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Design-Build Entity shall provide District with copies for each Day Design-Build Entity works on the Project, to be delivered to District either the same Day or the following day before noon. Design-Build Entity shall take monthly progress photographs of all areas of the Work. Design-Build Entity shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- 11.2.C. District shall have the right to audit and copy Design-Build Entity's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Design-Build Entity's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, District shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Design-Build Entity. District and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 11.2 at any time during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Design-Build Entity of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.
- 11.2.D. Design-Build Entity shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to District for reference. Upon completion of the Work, Design-Build Entity shall deliver to District, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

12. CLAIMS BY DESIGN-BUILD ENTITY DURING CONSTRUCTION**12.1 General**

- 12.1.A. Contract Interpretation Disputes: Should it appear to Design-Build Entity that Work to be performed under the Contract Documents during the course of construction is not satisfactorily explained therein, or should any questions arise as to the meaning or intent of Contract Documents, Design-Build Entity shall give written notice to District. Design-Build Entity shall bear all costs incurred in giving notice. District will render a determination regarding the issue, which shall be final. If Design-Build Entity disagrees with District's decision, or if Design-Build Entity contends that District failed to provide a decision, Design-Build Entity's sole and exclusive remedy is to file a claim in accordance with this Article 12. Design-Build Entity shall diligently prosecute the Disputed Work (as defined below) to Final Completion pending resolution of any claim.
- 12.1.B. Work Disputes: Design-Build Entity shall give written notice to District of any dispute arising under the Contract Documents respecting the true value of any Work performed, the implementation of Work required by Contract Documents, any Work omitted, any extra Work that Design-Build Entity may be required to perform or time extensions, respecting the size of any payment to Design-Build Entity during the performance of Contract Documents, or of compliance with Contract Documents procedures. District will render a determination regarding the issue, which shall be final. If Design-Build Entity disagrees with District's decision, or if Design-Build Entity contends that District failed to provide a decision, Design-Build Entity's sole and exclusive remedy is to file a claim in accordance with this Article 12. Pending the resolution of any claim, Design-Build Entity shall diligently prosecute the Disputed Work to Final Completion.
- 12.1.C. The claim notice and documentation procedure described in this Article 12 applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier. All Subcontractor and supplier claims of any type shall be brought only through Design-Build Entity as provided in this Article 12. Under no circumstances shall any Subcontractor or supplier make any direct claim against District.
- 12.1.D. "Claim" means a written demand or written assertion by Design-Build Entity seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article 12.
- 12.1.E. A voucher, invoice, proposed change, Application for Payment, cost proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.
- 12.1.F. The provisions of this Article 12 constitute a claim procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5, and survive termination, breach or completion of the Contract Documents. Design-Build Entity shall bear all costs incurred in the preparation and submission of a claim.
- 12.1.G. No claim shall be considered for cost or time related to the DBE's responsibility to design and complete design documentation required to achieve permits required by federal, state or local authorities having jurisdiction or necessary to demonstrate to the District compliance with the Contract Documents.

12.2 Procedure

- 12.2.A. Should any clarification, determination, action or inaction by District, Work, or any other event, in the opinion of Design-Build Entity, exceed the requirements of or not comply with Contract Documents, or otherwise result in Design-Build Entity seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Design-Build Entity and District will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Design-Build Entity's first knowledge of the Disputed Work, whichever is earlier, Design-Build Entity shall file a written notice and cost proposal for the Disputed Work with District stating clearly and in detail its objection

and reasons for contending the Work or interpretation is outside the requirements of Contract Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Design-Build Entity proceeds with the Disputed Work without first having given the notice required by this paragraph 12.2.A, Design-Build Entity shall waive its rights to further claim on the specific issue.

- 12.2.B. District will review Design-Build Entity's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Design-Build Entity disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, it shall so notify District, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Design-Build Entity shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Design-Build Entity's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Design-Build Entity waiving its right to the subject claim. If Disputed Work persists longer than 30 Days, then Design-Build Entity shall, every 30 Days until the Disputed Work ceases, submit to District a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Design-Build Entity's failure to submit a Claim Update or to quantify costs every 30 Days shall result in waiver of the claim for that 30-Day period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule input and/or any time extension will be determined at a later date shall not comply with this paragraph 12.2.C and shall result in Design-Build Entity waiving its claim(s).
- 12.2.C. Upon receipt of Design-Build Entity's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, District or its designee will review the issue and render a final determination. If the aggregate of Design-Build Entity's claims submitted in accordance with this Article 12 at Project completion exceed **\$400,000**, then District may elect claims resolution in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code.
- 12.2.D. Claims shall be calculated in the same manner as Change Orders per Section 01250 (Modification Procedures). Except where provided by law, or elsewhere in these contract documents (if applicable), District shall not be liable for special or consequential damages, and Design-Build Entity shall not include them in its claims. Design-Build Entity shall be limited in its recovery on claims to the change order calculations set forth in Section 01250 (Modification Procedures).

12.3 Claim Format

- 12.3.A. Design-Build Entity shall submit the claim justification in the following format:
1. Cover letter and certification under penalty of perjury regarding the amount of the claim;
 2. Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;
 3. List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, cost records and proof, and any other necessary documents;
 4. Chronology of events and correspondence;
 5. Analysis of claim merit;
 6. Analysis of claim cost; and
 7. Attach supporting documents referenced in paragraph 12.3.A.3.

12.4 Exclusive Remedy

Design-Build Entity's performance of its duties and obligations specified in this Article 12 and submission of a claim as provided in this Article 12 is Design-Build Entity's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or Contract Documents, negligence or strict liability by District, its representatives, consultants or agents, or the transfer of Work or the Project to District for any reason whatsoever. Design-Build Entity waives all claims of waiver, estoppel, release, bar, or any other type of

excuse for non-compliance with the claim submission requirements. Compliance with the notice and claim submission procedures described in Article 12 is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. If Design-Build Entity fails to raise any claim(s) or issue(s) in a timely protest and timely claim submitted under this Article 12, then Design-Build Entity may not thereafter assert such claim(s) or issue(s) in any Government Code Claim, subsequent litigation, or legal action. District shall not have deemed to waive any provision under this Article 12, if at District's sole discretion, a claim is accepted in a manner not in accord with this Article 12.

12.5 Mediation

All Design-Build Entity claims not subject to the claim resolution procedures set forth in Section 01410 (Regulatory Requirements) shall, as a condition precedent to litigation (or if otherwise permitted by the Contract Documents, arbitration) thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Design-Build Entity claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

12.6 Subcontractor Claims

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

13. LEGAL AND MISCELLANEOUS

13.1 Laws And Regulations

- 13.1.A. Design-Build Entity shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify District and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Design-Build Entity or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
- 13.1.B. Design-Build Entity shall comply with applicable portions of Title 19 and Title 24, California Code of Regulations (Uniform Building Code) (most recent edition), 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.
- 13.1.C. Design-Build Entity shall maintain in the Project Office a current copy of Title 19 and 24 of the California Code of Regulations at all times during construction.

13.2 Permits And Taxes

Design-Build Entity shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. District will pay applicable building permits, school, sanitation and water fees, except as otherwise provided in the Contract Documents. If, under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purpose of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price. Design-Build Entity shall pay all sales and/or use taxes levied on materials, supplies, or

equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Design-Build Entity shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where District may have already obtained permits for the Work.

13.3 Responsibility Of Design-Build Entity And Indemnification

- 13.3.A. District and each of its officers, employees, consultants and agents including, but not limited to the Board, Project Manager and each District's 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 except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Design-Build Entity releases all of the foregoing persons and entities from any and all such claims.
- 13.3.B. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Design-Build Entity shall assume defense of, and indemnify and hold harmless, District and each of its officers, employees, consultants (including without limitation Consulting Project Manager) and agents, including but not limited to the Board, - and each District's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Design-Build Entity, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of District or by any person or entity required to be indemnified hereunder.
- 13.3.C. With respect to third-party claims against Design-Build Entity, Design-Build Entity waives any and all rights to any type of express or implied indemnity against District and each of its officers, employees, consultants and agents including, but not limited to District, the Board, District's Consultants and each District's Representative.
- 13.3.D. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Design-Build Entity, its Subcontractors of any tier, or the officers or agents of any of them.
- 13.3.E. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, 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(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Design-Build Entity fails to perform any of these defense or indemnity obligations, District may in its discretion back charge Design-Build Entity for District's costs and damages resulting there from and withhold such sums from progress payments or other contract moneys which may become due.
- 13.3.F. The indemnities 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.

13.4 Concealed Or Unknown Conditions

- 13.4.A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Design-Build Entity shall give a written Notice of Differing Site Conditions to District promptly before conditions are disturbed, except in an emergency as required by paragraph 16.4 of this Document 00700, and in no event later than seven Days after first observance of:
1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or

2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

In response to Design-Build Entity's Notice of Differing Site Conditions under this paragraph 13.4.A, District will investigate the identified conditions, and if they differ materially and cause increase or decrease in Design-Build Entity's cost of, or time required for, performance of any part of the Work, District will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01250 (Modification Procedures). If District determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, District will so notify Design-Build Entity in writing, stating reasons

- 13.4.B. Design-Build Entity shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:
 1. Design-Build Entity knew of the existence of such conditions at the time Design-Build Entity submitted its Proposal; or
 2. Design-Build Entity should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, including without limitation paragraphs 2.1 and 8.4 of this Document 00700; or
 3. The information or conditions claimed by Design-Build Entity to be Latent or materially different consist of information, conclusions, opinions or deductions of the kind that paragraph 2.1 of this Document 00700 precludes reliance upon; or
 4. Design-Build Entity was required to give written Notice of Differing Site Conditions and failed to do so within the time required.
- 13.4.C. If District and Design-Build Entity are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this paragraph 13.4, Design-Build Entity shall proceed with the Work as directed by District and may make a claim as provided in Article 12 of this Document 00700.

13.5 Notice Of Hazardous Waste Or Materials Conditions

- 13.5.A. Design-Build Entity shall give a written Notice of Hazardous Materials Condition to District promptly, before any of the following conditions are disturbed (except in an emergency as required by paragraph 16.4 of this Document 00700), and in no event later than 24 hours after first observance of any:
 1. Material that Design-Build Entity believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
- 13.5.B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Design-Build Entity shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Design-Build Entity complies with all requirements in the Contract Documents and applicable law respecting such materials.
- 13.5.C. Design-Build Entity's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Design-Build Entity, its Subcontractors, suppliers, or anyone else for whom Design-Build Entity is responsible.
- 13.5.D. Design-Build Entity shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

1. Design-Build Entity knew of the existence of such hazardous materials or other materials at the time Design-Build Entity submitted its Proposal; or
 2. Design-Build Entity should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Proposal; or
 3. Design-Build Entity failed to give the written notice within the time required by paragraph 13.5.A of this Document 00700; or
 4. Design-Build Entity failed to give advance written notice, at least sixty (60) days prior to date when removal was required, of hazardous materials known to exist and required to be removed prior to execution of the Work.
- 13.5.E. If District determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, District will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01250 (Modification Procedures). If District determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, District will notify Design-Build Entity in writing, stating the reasons for its determination.
- 13.5.F. If District and Design-Build Entity are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this paragraph 13.5, Design-Build Entity shall proceed with the Work as directed by District and may make a claim as provided in Article 12 of this Document 00700.
- 13.5.G. In addition to the parties' other rights under paragraph 13.5.E of this Document 00700, if Design-Build Entity does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, District may order the disputed portion of Work deleted from the Work, or performed by others, or District may invoke its right to terminate Design-Build Entity's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Design-Build Entity does not agree with District's determination of any adjustment in the Contract Sum or Contract Time as a result, Design-Build Entity may make a claim as provided in Article 12 of this Document 00700.

13.6 Suspension Of Work

- 13.6.A. District may, without cause, order Design-Build Entity in writing to suspend, delay or interrupt Work in whole or in part for such period of time as District may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01250 (Modification Procedures). No adjustment shall be made to extent that:
1. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Design-Build Entity is responsible; or
 2. An equitable adjustment is made or denied under any other provision of Contract Documents; or
 3. The suspension of Work was the direct or indirect result of Design-Build Entity's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Design-Build Entity may file a claim under Article 12 of this Document 00700.

13.7 Termination Of Contract For Cause

- 13.7.A. District may declare Design-Build Entity in default of Contract Documents and District may terminate Design-Build Entity's right to proceed under the Contract Documents for cause:
1. Should Design-Build Entity make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Design-Build Entity in any such proceeding; or seek, consent to, or acquiesce

- in, the appointment of any trustee, receiver, custodian or liquidator of Design-Build Entity or of all or any substantial part of its properties or if Design-Build Entity, its directors or shareholders, take action to dissolve or liquidate Design-Build Entity; or
2. Should Design-Build Entity commit a material breach of the Contract Documents. If District declares Design-Build Entity in default due to material breach, however, District must allow Design-Build Entity an opportunity to cure such breach within ten Days of the date of notice from District to Design-Build Entity providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design-Build Entity to avail itself of a time period in excess of ten Days, Design-Build Entity must provide District within the ten-Day period with a written plan acceptable to District to cure said breach which includes, for example, evidence of necessary resources, Subcontractor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Design-Build Entity must then diligently commence and continue such cure according to the written plan); or
 3. Should Design-Build Entity violate or allow (by a Subcontractor or other person or entity for which Design-Build Entity is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten Days of the date of the notice from District to Design-Build Entity demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design-Build Entity to avail itself of a time period in excess of ten Days, Design-Build Entity shall provide District within the ten-Day period with a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan.)
- 13.7.B. If District at any time reasonably believes that Design-Build Entity is or may be in default under the Contract Documents as provided in paragraph 13.7.A of this Document 00700, District may in its sole discretion notify Design-Build Entity of this fact and request written assurances from Design-Build Entity of performance of Contract Documents and a written plan from Design-Build Entity to remedy any default under the terms of Contract Documents which District may advise Design-Build Entity of in writing. Design-Build Entity shall, within 10 Days of District's request, deliver a written cure plan which meets the requirements of the written plan deliverable under paragraph 13.7.A.2 of this Document 00700. Failure of Design-Build Entity to provide such written assurances of performance and the required written plan, within ten Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.
- 13.7.C. In event of termination for cause, District will immediately serve written notice thereof upon Surety and Design-Build Entity. Surety shall have the rights and obligations set forth in Document 00610 (Construction Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), District may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
- 13.7.D. In the event of termination by District as provided in paragraph 13.7.A of this Document 00700 for cause:
1. District will compensate Design-Build Entity for the value of the Work delivered to District upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Design-Build Entity provides District with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, District will not compensate Design-Build Entity for its costs in terminating the Work or any cancellation charges owed to third parties.
 2. Design-Build Entity shall deliver to District possession of the Work in its then condition including, but not limited to, all designs, engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Design-Build Entity shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this

paragraph 13.7.D shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Design-Build Entity shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with Contract Documents.

3. District's rights under paragraph 13.7.D.2 shall be specifically enforceable to the greatest extent permitted by law. District shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document.
- 13.7.E. District may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors. In such case, Design-Build Entity shall cooperate with a completing Design-Build Entity as required under Article 6 of this Document 00700.
- 13.7.F. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Design-Build Entity shall have the recovery rights specified in paragraph 13.8. Any Design-Build Entity claim arising out of a termination for cause, however, shall be made in accordance with Article 12 of this Document 00700. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Design-Build Entity.

13.8 Termination Of Contract For Convenience

- 13.8.A. District may terminate performance of the Work under the Contract Documents in accordance with this Article 13.8 in whole, or from time to time in part, whenever District shall determine that termination is in District's best interest. Termination shall be effected by District delivering to Design-Build Entity notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.
- 13.8.B. After receiving a notice of termination under paragraph 13.8.A of this Document 00700, and except as otherwise directed by District, Design-Build Entity shall:
1. Stop Work under the Contract Documents on date and to extent specified in notice of termination;
 2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
 3. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 4. Assign to District in manner, at times, and to extent directed by District, all right, title, and interest of Design-Build Entity under orders and subcontracts so terminated. District shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to extent District may require. District's approval or ratification shall be final for purposes of this paragraph 13.8;
 6. Transfer title to District, and deliver in the manner, at the times, and to the extent, if any, directed by District, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to District;
 7. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that District directs or authorizes, any property of types referred to in paragraph 13.8.B.6 of this Document 00700, but Design-Build Entity shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by District. Proceeds of transfer or disposition shall be applied to reduce payments to be made by District to Design-Build Entity under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as District may direct;
 8. Complete performance of the part of the Work which was not terminated by the notice of termination; and

9. Take such action as may be necessary, or as District may direct, to protect and preserve all property related to Contract Documents which is in Design-Build Entity's possession and in which District has or may acquire interest.
- 13.8.C. After receipt of a notice of termination under paragraph 13.8A of this Document 00700, Design-Build Entity shall submit to District its termination claim, in form and with all certifications required by Article 12 of this Document 00700. Design-Build Entity's termination claim shall be submitted promptly, but in no event later than 1 month from effective date of the termination. Design-Build Entity and District may agree upon the whole or part of the amount or amounts to be paid to Design-Build Entity because of a total or partial termination of Work under this paragraph 13.8. If Design-Build Entity and District fail to agree on the whole amount to be paid to Design-Build Entity because of the termination of the Work under this paragraph 13.8, District's total liability to Design-Build Entity by reason of the termination shall not exceed the total (without duplication of any items) of:
1. The reasonable cost to Design-Build Entity, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values of the contract sum as derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Design-Build Entity, cost of Work defectively performed, amounts realized by sale of materials, payments made, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in District's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
 2. A reasonable allowance for profit on cost of Work performed as determined under paragraph 13.8.C.1 of this Document 00700, provided that Design-Build Entity establishes to District's satisfaction that Design-Build Entity would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
 3. Reasonable costs to Design-Build Entity of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.
 4. Except as provided in this paragraph 13.8.C of this Document 00700, District shall not be liable for costs incurred by Design-Build Entity or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Design-Build Entity's Proposal, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.
 5. District shall have no obligation to pay Design-Build Entity under this paragraph 13.8 unless and until Design-Build Entity provides District with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.
- 13.8.D. In arriving at the amount due Design-Build Entity under this clause, there shall be deducted in whole (or in the appropriate part(s) if the termination is partial):
1. All unliquidated advances or other payments on account previously made to Design-Build Entity, including without limitation all payments applicable to the terminated portion of Contract Documents;
 2. Any claim which District may have against Design-Build Entity in connection with Contract Documents; and
 3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Design-Build Entity or sold under provisions of this paragraph 13.8, and not otherwise recovered by or credited to District.

13.9 Contingent Assignment Of Subcontracts

- 13.9.A. Design-Build Entity hereby assigns to District each Subcontract for a portion of the Work, provided that:

1. The assignment is effective only after District's termination of Design-Build Entity's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to paragraphs 13.7 or 13.8 of this Document 00700.
2. The Assignment is effective only for the Subcontracts which District expressly accepts by notifying the Subcontractor in writing;
3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00610 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
4. After the effectiveness of an assignment, Design-Build Entity shall, at its sole cost and expense (except as otherwise provided in paragraphs 13.7 or 13.8 of this Document 00700), sign all instruments and take all actions reasonably requested by District to evidence and confirm the effectiveness of the assignment in District; and
5. Nothing in this paragraph 13.9 shall modify or limit any of Design-Build Entity's obligations to District arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

13.10 Remedies and Contract Integration

- 13.10.A. Subject to Contract Documents provisions regarding Design-Build Entity claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between District and Design-Build Entity arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of San Mateo. All District remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances District shall have any and all other equitable and legal rights and remedies which it would have according to law.
- 13.10.B. The Contract Documents, any Contract Modifications and Change Orders shall represent the entire and integrated agreement between District and Design-Build Entity regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written modifications. District and Design-Build Entity represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.
- 13.10.C. In any proceeding to enforce the Contract Documents, Design-Build Entity and District agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability and remedies clauses, claims procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.
- 13.10.D. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

13.11 Patents

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Design-Build Entity shall defend, indemnify and hold harmless District and each of its officers, employees, consultants (including without limitation Consulting Architect/Engineer) and agents, including, but not limited to, the Board and each District's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract

Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Design-Build Entity agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

13.12 Substitution For Patented And Specified Articles

Except as noted specifically in Bridging Document Specifications, whenever in Bridging Document Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be specified as "Brand A", "Brand B", "or equal". The product specified as "Brand A" shall be the material or product of which the specification is written to comply with. The Design-Build Entity's choice of "Brand B" or "or equal" product will be viewed as a substitution by the District.

The Design-Build Entity may offer any substitute material or process that the Design-Build Entity considers equal in every respect to that so designated and if material or process offered by Design-Build Entity is, in opinion of District, equal in every respect to that so designated, its use will be approved. However, Design-Build Entity may utilize this right only by timely submitting Document 00660 - Substitution Request Form. A substitution will be approved only if it is a true "equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

13.13 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.

13.14 Limit Of Liability

District, and each of its officers, board members, employees, consultants (including without limitation consulting architect/engineer) and agents including, but not limited to, architect/engineer each other district representative shall have no liability to Design-Build Entity for special, consequential, or incidental damages, except to the limited extent that these Contract Documents or applicable public contracting statutes may specify their recovery.

13.15 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.

14. MODIFICATIONS OF CONTRACT DOCUMENTS

14.1 Alterations, Modifications And Force Account Work

- 14.1.A. As provided in the latest edition of Part 1 of Title 24, California Code of Regulations, no modification or deviation from the DSA approved Drawings and Specifications will be permitted except by written addenda, written Change Order or written Supplemental Instruction. As appropriate, Change Orders are subject to approval by the Division of State Architect. Refer to section 4-338, Part 1, Title 24, California Code of Regulations.
- 14.1.B. District may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Design-Build Entity shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. As appropriate, such Change Orders are subject to approval by the Division of State Architect. Refer to Section 4-338, Part 1, Title 24, California Code of Regulations. In the case of any ordered extra

Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Design-Build Entity shall accept and use without payment for costs, markup, profit, or otherwise for such District-furnished labor, materials, and equipment.

- 14.1.C. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
1. The Work performed in connection with the change to be made;
 2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 3. The extent of the adjustment in the Contract Time, if any.
- 14.1.D. 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 00700, then the resulting Change Order shall be effective when signed by District, notwithstanding that Design-Build Entity has not signed it.
- 14.1.E. Changes not affecting the Contract Time or Contract Sum of the Work, in District's discretion, may be set forth in a written RFI-Reply executed by District. Execution of such an RFI-Reply constitutes Design-Build Entity's agreement to make the specified change without change to the Contract Sum or the Contract Time.
- 14.1.F. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Section 01250 (Modification Procedures), except in cases of emergency discussed in Article 16 of this Document 00700.
- 14.1.G. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Design-Build Entity and District may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then District will reach a determination, which shall be final, subject to Design-Build Entity's rights under Article 12 of this Document 00700. In all cases Design-Build Entity shall perform the changed Work as directed by District subject to Design-Build Entity's rights under Article 12 of this Document 00700.
- 14.1.H. Design-Build Entity shall, upon District's request, permit inspection of the original unaltered Proposal estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.
- 14.1.I. Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees and warranties given by Design-Build Entity pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
- 14.1.J. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 01250 (Modification Procedures). Regarding delay and impact costs of any nature, Design-Build Entity may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Design-Build Entity shall prove actual costs resulting from such delays. If Design-Build Entity requests compensation for delay to the construction, then Design-Build Entity shall prove and document actual costs plus markup per the cost categories and procedures in Section 01250 (Modification Procedures) in order to request, claim or prove compensation for delay.
- 14.1.K. Change Orders in excess of District's approved limit must be approved by the District's Board of Directors and a performance bond rider covering the changed Work executed before proceeding with the changed Work. Design-Build Entity is charged with knowledge of District's approved Change Order limits and procedures in effect at the applicable time.

15. TIME ALLOWANCES**15.1 Time Allowances For Performance Of Contract Documents**

- 15.1.A. When Design-Build Entity and District have signed the Contract Documents, District will serve a Notice to Proceed upon Design-Build Entity to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Design-Build Entity at legal address or (at District's option) by delivery by other means at legal address.
- 15.1.B. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed. The total number of Calendar Days for completion of the Work under the Contract Documents shall be as provided in Document 00520 (Agreement).

15.2 Entitlement to Change Of Contract Time

- 15.2.A. The 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.
- 15.2.B. The Contract Time will be adjusted in an amount equal to the time lost due to:
1. Changes in the Work ordered by District;
 2. Acts or neglect by District, any District's Representative, utility owners or other contractors performing other work, provided that Design-Build Entity has fully and completely performed its responsibilities under the Contract Documents; or
 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this paragraph 15.2, earthquakes, civil or labor disturbances or acts of God, provided damages resulting there from are not the result of Design-Build Entity's failure to protect the Work as required by Contract Documents.
- 15.2.C. The Contract Time shall not be extended for any cause identified in paragraph 15.2.B above, however, unless:
1. Design-Build Entity actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Design-Build Entity's control and due to reasons for which Design-Build Entity is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Design-Build Entity);
 2. A claim for delay is made as provided herein; and
 3. Design-Build Entity submits a Time Impact Evaluation as required under Section 01320 (Progress Schedules and Reports) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.
- 15.2.D. Where Design-Build Entity is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both District and Design-Build Entity (including, but not limited to, adverse weather of all types and acts of other contractors or utilities), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Design-Build Entity's sole and exclusive remedy for such delay.
- 15.2.E. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed in this paragraph 15.2.E. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters first on a monthly basis and second on a cumulative annual basis Design-Build Entity proves that adverse weather actually caused delays to work that is on the critical path. Design-Build Entity shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring. Rain parameters are as follows, pro-rated in the individual month Design-Build Entity starts and finishes Work:
- January, [8]; February, [5]; March, [6]; April, [3]; May, [1]; June, [0]; July, [0]; August, [0]; September, [0]; October, [2]; November, [5]; and December, [6].

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

National Oceanic & Atmospheric Administration, and Design-Build Entity shall prove that the rain actually caused delay as set forth in paragraph 15.2.G of this Document 00700.

- 15.2.F. Design-Build Entity shall include the foregoing rain parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by rain, Design-Build Entity shall notify District and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.
- 15.2.G. Adverse weather delay for rain shall be recognized for the actual period of time Design-Build Entity proves it was delayed by rain exceeding the specified parameters. For example, and not by way of limitation, if rain exceeding the specified parameters does not in fact delay Design-Build Entity's progress on the critical path, then no time extension shall be recognized; and conversely, if Design-Build Entity proves that rain exceeding the specified parameters causes delay to Design-Build Entity for a period longer than the number of rain days incurred (e.g., if it rains during grading work), then Design-Build Entity shall be entitled to a time extension equal to the actual period of such delay.
- 15.2.H. Design-Build Entity shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for District to not grant a time extension due to adverse weather, where Design-Build Entity could have avoided or mitigated the potential delay by exercising reasonable care.
- 15.2.I. Academic Calendar/Events: The academic dates/events are furnished for the Design-Build Entity's information. Construction activities which may be disrupted due to these events are to be accounted for in the schedule. The Design-Build Entity is advised to consult the District's website for any updates to the academic calendar. Refer to Section 01100 Summary of Work for Additional Information.
1. See Section 01100 (Summary of Work) for certain limitations on Contractor's rights under this paragraph 15.2.

15.3 Notice Of Delay

Within seven Days of the beginning of any delay, Design-Build Entity shall notify District in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Design-Build Entity's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event, and shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Section 01320 (Progress Schedules). District will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph 15.3.

15.4 Time Extensions and/or Damages Entitlements For Delays

- 15.4.A. Design-Build Entity may receive a time extension and be compensated for delays caused directly and solely by District.
- 15.4.B. Design-Build Entity may receive a time extension without compensation for delays resulting in whole or in part from causes beyond the reasonable control of Design-Build Entity and District, e.g. adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God and epidemics. In such cases, a time extension without compensation shall constitute Design-Build Entity's sole and exclusive remedy for such delays.
- 15.4.C. Design-Build Entity shall not be entitled to any time extension or compensation including, but not limited to, extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Design-Build Entity's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Design-Build Entity and either District or others.
- 15.4.D. Design-Build Entity shall not be entitled to damages for delay to the Work caused by the following reasons:
1. District's right to sequence the Work in a manner which would avoid disruption to District's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a

result of Design-Build Entity's failure to perform its cooperation and coordination responsibilities required by Contract Documents; District's enforcement of any government act or regulation; or the provisions of the Contract Documents;

2. For changed Site conditions that are beyond the parties' contemplation, except that District may approve direct costs associated with unknown conditions (but not costs or damages which result from such delays); and
3. 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.

15.5 Liquidated Damages

- 15.5.A. Time is of the essence. Execution of Contract Documents by Design-Build Entity shall constitute acknowledgement by Design-Build Entity that Design-Build Entity understands, has ascertained and agrees that District will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Design-Build Entity and District agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by District as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- 15.5.B. Liquidated damages shall be considered not as a penalty but as monetary damage sustained by District for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract Documents because Design-Build Entity failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, interest expenses, cost of completion of the Work, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against District as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof. Design-Build Entity shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due District.
- 15.5.C. District may deduct from any money due or to become due to Design-Build Entity subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Design-Build Entity fall behind the approved Progress Schedule, District may deduct liquidated damages based on its estimated period of late completion. District need not wait until Final Completion to withhold liquidated damages from Design-Build Entity's progress payments. Should money due or to become due to Design-Build Entity be insufficient to cover aggregate liquidated damages due, then Design-Build Entity forthwith shall pay the remainder of the assessed liquidated damages to District.

16. WORKING CONDITIONS AND PREVAILING WAGES

16.1 Use Of Site/Sanitary Rules

- 16.1.A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Design-Build Entity shall furnish toilets for use of Design-Build Entity's and Subcontractors' employees on the Site, inside the construction fence, 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.
- 16.1.B. Design-Build Entity shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by District, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Design-Build Entity shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.

- 16.1.C. During the progress of the Work, Design-Build Entity shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Design-Build Entity shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Design-Build Entity shall leave the premises clean and ready for occupancy by District at Substantial Completion of Work. Design-Build Entity shall restore all property not designated for alteration by Contract Documents to a condition equal to or better than original condition.
- 16.1.D. Design-Build Entity shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Design-Build Entity subject any part of Work or adjacent property to stresses or pressures that will endanger it. Design-Build Entity shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

16.2 Protection Of Work, Persons, Property And Operations

- 16.2.A. Design-Build Entity shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Design-Build Entity shall comply with all safety requirements specified in any safety program established by District, or required by state, federal or local laws and ordinances. Design-Build Entity shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to District's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by District in writing, Design-Build Entity shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any existing District facilities or operations.
- 16.2.B. Design-Build Entity shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Build Entity shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- 16.2.C. Design-Build Entity shall remedy all damage, injury, loss or interruption to any property or operations referred to in paragraph 16.2.A of this Document 00700, caused, directly or indirectly, in whole or in part, by Design-Build Entity, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Design-Build Entity's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. District and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Design-Build Entity's Work. This requirement shall include the protection of stored materials from damages caused by weather, excessive moisture, pests, insects and other detriments that may be reasonably prevented and mitigated.
- 16.2.D. Design-Build Entity shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- 16.2.E. District may, at its option, retain such moneys due under the Contract Documents as District deems necessary until any and all suits or claims against Design-Build Entity for injury to persons, property or operations shall be settled and District receives satisfactory evidence to that effect.

16.3 Responsibility For Safety And Health

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

16.4 Emergencies

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

16.5 Use Of Roadways And Walkways

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

16.6 Nondiscrimination

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

16.7 Prevailing Wages

- 16.7.A. Design-Build Entity shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Design-Build Entity shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

- 16.7.B. Design-Build Entity shall forfeit, as a penalty to District, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph 16.7.B and the terms of the Labor Code shall be withheld and retained from payments due to Design-Build Entity under the Contract Documents, pursuant to this Document 00700 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.
- 16.7.C. Design-Build Entity shall insert in every subcontract or other arrangement which Design-Build Entity may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
- 16.7.D. Design-Build Entity stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813.

16.8 Environmental Controls

Design-Build Entity shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under the Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017 and as required by Bay Area Air Quality Management District, water quality (Best Management practices) and other applicable requirements. Design-Build Entity shall be responsible for insuring that Design-Build Entity's employees, Subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

16.9 Shoring Safety Plan

- 16.9.A. At least five Days in advance of excavating any trench five feet or more in depth, Design-Build Entity shall submit to District a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- 16.9.B. During the course of construction Work, Design-Build Entity shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Design-Build Entity will be solely responsible for any damage or injuries that may result from excavating or trenching. District's acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Design-Build Entity of its responsibilities under this paragraph 16.9.
- 16.9.C. The Division of the State Architect must review and approve shoring of structures prior to commencement of shoring operations. Design-Build Entity shall submit shoring design sufficiently in advance of the Work as necessary to avoid delay.

END OF DOCUMENT

DOCUMENT 00821

OWNER CONTROLLED INSURANCE PROGRAM**I. DISTRICT FURNISHED INSURANCE****A. Mandatory Participation in OCIP**

The San Mateo County Community College District has elected to insure the project under an Owner Controlled Insurance Program (OCIP) under the Statewide Educational Wrap-Up Program (SEWUP).

II. OWNER PROVIDED INSURANCE UNDER OCIP PROGRAM**A. The Statewide Educational Wrap-up Program (SEWUP) Joint Powers Authority (JPA) may provide an Owner Controlled Insurance Program (OCIP) on behalf of the San Mateo County Community College District in connection with performance of Work on the project.**

1. Under the Owner Controlled Insurance Program (OCIP), if elected, the District which shall provide workers' compensation and employer's liability insurance, general liability insurance, contractors' pollution liability and builder's risk insurance coverage's in connection with performance of Work on the project.
2. Coverage under the OCIP shall apply to all Work of this project for inclusion by District in the OCIP and shall cover District, construction manager and all eligible contractors and subcontractors who have enrolled in the OCIP. Enrollment in the OCIP by all eligible contractors and subcontractors of any tier will be effective under the OCIP upon completion and acceptance of forms included in the OCIP Enrollment Package.
 - a. All contractors, regardless of contract size, are eligible for participation in the OCIP unless they meet one or more of the following exclusions. Ineligible contractors and subcontractors include surveyors, soil testing engineers, hazardous waste removal and/or transport companies, vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers, and others who merely transport, pickup, deliver or carry materials, personnel, parts, equipment to or from the project site. In addition, architects and design engineers are ineligible, unless they are dedicated and located on-site. Ultimately the District has the right to determine eligibility.
3. Keenan & Associates will be administering the OCIP on behalf of the SEWUP JPA. At all times Contractor or Subcontractor(s) shall cooperate with the District and its program administrator with relation to insurance underwriting, payroll reporting, rating or loss history information.

B. Insurance Qualification

Pursuant to Government Code Section 4420.5, contractors must meet certain minimum standards to enable the District to use an OCIP. The SEWUP JPA has determined that at least ninety percent (90%) of the total number of contractors (including bidder and listed subcontractors) must meet the following standards:

1. Have a workers' compensation experience modification of 1.25 or less
2. Have 0 Serious and Willful violations (Labor Code Section 6300et.sem.) awarded against them in the past two years
3. Supply evidence of your Company's Injury and Illness Prevention Program

As an example, if there are twenty contractors including the General and/or Prime plus listed subcontractors, 18 or more must meet or exceed the indicated standards.

The General Contractor shall complete the Insurance Qualification Form and return it with the attachment requested above to the District, with all other proposal forms, on or before the date and time specified in the

Request for Proposals. All listed Subcontractors will be required to complete the Insurance Qualification Format a later date when a subcontractor listing is submitted.

Failure of prospective Design Build Entity's to participate in the mandatory insurance qualification process pursuant to government code section 4420.5, shall disqualify them from participating in the project as a contractor or subcontractor, of any tier. If a general or prime contractor fails to participate in the mandatory insurance qualification process, or fails to satisfy the minimum insurance requirements, its proposal shall be considered non-responsive. If a listed subcontractor fails to participate in the mandatory insurance qualification process, or fails to satisfy the minimum insurance requirements, the general or prime contractor may, without increase in the bid price, seek substitution pursuant to public contract code section 4107. If one or more listed subcontractors fail to participate in the mandatory insurance qualification process, or fail to satisfy the minimum insurance requirements, thereby dropping the program participation level below ninety percent, the general or prime contractor shall, without increase in the bid price, seek substitution pursuant to public contract code section 4107, of one or more subcontractors so that the ninety percent minimum is satisfied. Failure of the general or prime contractor to satisfy the ninety-percent rule shall constitute a failure to execute the contract and shall entitle the District to forfeit the general or prime contractor's proposal security.

C. SUBMISSION OF FORMS

1. Forms to be submitted with Proposal, or subsequent to Proposal, by the date and time specified in Addendum #4:
 - a. Insurance Qualification Form: The Design Build Entity's completed Insurance Qualification Form is to be submitted with the proposal. The completed Insurance Qualification Forms for the listed subcontractors are to be submitted at a later date.
 - b. Insurance Cost Worksheet: The Design Build Entity will complete the Insurance Cost Worksheet which shall serve to itemize contractor's insurance cost as submitted on the Insurance Alternate Proposal Form. The Design Build Entity must submit the Insurance Cost Worksheet to the District with the Proposal in the Request for Proposal.
 - c. Failure to submit the required forms may render the proposal non-responsive.
2. Forms to be submitted after contract award:

The following forms are required from each participating OCIP contractor, regardless of tier, during the active construction phase of the project:

- a. Form A - Contractor Insurance Enrollment Form must be completed by every contractor, of every tier, who will be performing work on the project. The completed form must be returned to the OCIP administrator prior to the start of your Work on the project.
- b. Form B – Monthly Payroll Report Summary Form must be completed and sent to the OCIP Administrator by the 10th of the following month summarizing the unburdened payroll by Workers' Compensation Class Code. This form must be submitted monthly until a Contractor's Notice of Work Termination Form is submitted, even if there was no on-site work performed.

Monthly Certified Payrolls are to be submitted to the General Contractor or Construction Manager each month as outlined in the contract documents.

- c. Form C – Notice of Work Termination All contractors and subcontractors, of every tier, must complete and submit this form to the OCIP Administrator upon completion of your work by the 5th work day after the last day of the month including punch list items under each contract. It is the upper-tier contractor's responsibility to make sure the lower-tier subcontractors complete this form. This form notifies the OCIP Program Manager and the OCIP insurance company that work has been completed under each contract.

- d. Failure of a Contractor or Subcontractor to submit OCIP documents to the OCIP Administrator will result in the Assessment of liquidated damages against the Contractor in the amount of \$200 for each Document.

D. PROPOSAL EVALUATION

1. The Project Proposal Form includes an alternate line for Design Build Entity-provided insurance. The Design Build Entity's base proposal shall exclude the cost of insurance for the coverage's provided by the OCIP, for the Design Build Entity and all other contractors regardless of tier. The Insurance Alternate, for Design Build Entity-provided insurance, shall include the price to be paid by the Design Build Entity, on its own behalf and on behalf of all other contractors regardless of tier, for insurance as required in these specifications, in the event the District elects to exclude the Project from participation in the OCIP.
2. If the project is excluded from the OCIP and the District accepts the Insurance Alternate(s), the Design Build Entity and all other Subcontractors shall furnish proof of coverage for all coverage's required to be carried by them per Specification Section 00810.
3. The Design Build Entity may elect not to bid the requested insurance program cost by putting "no bid" on the insurance Alternates on the Proposal Form. However, doing so may render the proposal non-responsive should the District elect to exclude this project from participation in the OCIP.
4. The Design Build Entity will complete the Insurance Cost Worksheet which shall serve to itemize Design Build Entity's insurance cost as submitted on the Insurance Alternate on the Proposal Form. This form must be completed by the Design Build Entity.
5. At the request of the SEWUP Administrator, additional information may need to be provided to verify the rates on the worksheet. The payroll amount used in the calculation on the Insurance Cost Worksheet shall only include anticipated straight-time wages, excluding all benefits and over-time premium pay.
6. For non-insurance alternates, the Design Build Entity's prices quoted for those alternates shall exclude the cost of insurance for the coverage's provided by the OCIP, for the Contractor and Subcontractors, of any tier. The cost of such insurance will be evaluated only if the OCIP is not utilized, and will be handled by change order.
7. The determination of the most responsive proposal will be determined as indicated in the Request for Proposal.

E. COVERAGE PROVIDED BY OCIP

1. The OCIP provides the following insurance coverage's for all eligible contractors regardless of tier, which qualify for participation in the insurance program.

- a. Workers Compensation Insurance

- Coverage A – Workers' Compensation
 - Statutory

- Coverage B - Employer's Liability

- \$ 1,000,000 bodily injury per accident/employee;
 - \$ 1,000,000 bodily injury per disease/employee;
 - \$ 1,000,000 policy limit by disease.

- Deductible None

- b. COMMERCIAL GENERAL LIABILITY

Primary Coverage: Limits for Bodily Injury, including death resulting therefrom and Property Damage on a per District basis.

\$ 5,000,000	Each Occurrence
\$ 10,000,000	Completed Operations Aggregate all projects per District
\$ 25,000,000	General Annual Aggregate All Projects per District
\$ 1,000,000	Fire Legal Liability
\$ 5,000	Medical Payments

COMPLETED OPERATIONS COVERAGE

Coverage will be extended for ten (10) years beyond the date of Final Acceptance as defined in the Contract Documents.

POLICY FORM: "Occurrence" Form

DEDUCTIBLE: \$ 5,000 Per Occurrence

Contractor primarily responsible for causing any loss will be responsible for payment of the deductible.

c. CONTRACTORS POLLUTION LIABILITY

PRIMARY COVERAGE

Bodily Injury or Property Damage from a pollution event as defined within the policy form resulting from covered operations or completed operations of the covered operations

POLICY LIMITS \$25,000,000 Each loss/Total all losses
Claim Expense (including Defense Costs) within limits.

DEDUCTIBLE \$10,000

The party legally responsible for any loss or damage shall, to the extent of such responsibility, pay the deductible.

d. BUILDERS RISK INSURANCE

Primary Coverage: The policy covers materials, supplies, equipment, fixtures, structures, and real property to be incorporated into and forming a part of the project.

Policy Limits: The insurance program protects the insured's interest subject to the Estimated Maximum Value of the Project for any one loss or occurrence

Deductible: \$10,000 per occurrence; chargeable to the account of the contractor(s) having care, custody and control of property damaged or loss.

The Builder's Risk policy shall be endorsed to add General or Prime Contractor and all subcontractors as an additional named insured, as their interests may appear, and to waive the carrier's right of recovery under subrogation against Construction Manager, General or Prime Contractor and all subcontractors whose interest are insured under such policy.

If a claim results from any construction activity, the General or Prime Contractor having care, custody and control of the damaged property shall pay the deductible amount. All Builder's Risk losses will be adjusted with and payable to District or its Designee for the benefit of all parties as their interest may appear.

District shall not be responsible for loss or damage to and will not obtain and/or maintain in force insurance on temporary structures, construction equipment, tools or personal effects, owned, rented to, or in the care, custody and control of General or Prime Contractor or any subcontractor

In the event of loss or damage not covered by the Builder’s Risk policy, the cost of the repair and/or replacement of such loss or damage will be at the Design Build Entity’s expense.

e. COVERAGE EXPIRATION.

Except for completed operations coverage the OCIP insurance will discontinue upon the final payment to Contractor by District.

Coverage may also be discontinued if the Project is substantially delayed for an extended period of time, or if the Project is permanently terminated.

III. CONTRACTOR FURNISHED INSURANCE

- A. Automobile Liability Insurance: Contractor and subcontractor shall maintain, and cause to be maintained at its own expense, automobile liability insurance covering the use of all owned, non-owned and hired vehicles and with the following minimum limits of liability and further providing not less than thirty (30) days prior written notice to the District’s Program Administrator or its Designee of any material change in the insurance or cancellation or non-renewal:

	<u>General Contractor</u>	<u>Sub Contractor</u>
Bodily Injury and Property Damage	\$5,000,000	\$2,000,000

The District will be endorsed as an “additional insured” on contractor’s and subcontractor’s automobile liability policy or policies.

- B. General Liability Insurance for work away from the Project Site: All Contractors and Subcontractors of every tier shall maintain at their own expense Commercial General Liability Insurance covering operations away from the project site, and which are not otherwise insured under the OCIP. The policy form will be nothing less than the standard Commercial General Liability insurance policy (Occurrence Form”) with limits no less than:

	<u>General Contractor</u>	<u>Sub Contractor</u>
Bodily Injury and Property Damage	\$5,000,000	\$2,000,000
Per Occurrence	\$5,000,000	\$2,000,000
General Aggregate	\$5,000,000	\$4,000,000
Products/Completed Operations Aggregate	\$5,000,000	\$2,000,000
Personal/Advertising Injury Aggregate	\$5,000,000	\$2,000,000

Further the policy will provide not less than thirty (30) days prior written notice to District’s Program Administrator or its Designee of any material change in the insurance or cancellation or non-renewal.

Subcontractors’ policy or policies. Contractor and Subcontractors shall furnish Certificates of Insurance evidencing said coverage before commencing work on the Project.

- C. Workers Compensation Insurance for work away from the Project Site: To the extent required by law, all Contractors and Subcontractors of every tier shall maintain at their own expense Statutory Workers Compensation Insurance and Employer’s Liability Insurance covering operations away from the project site, and which are not otherwise insured under the OCIP. The policy form will provide statutory limits as required in the Sate of California, include Maritime coverage, if appropriate and with Employer’s Liability limits no less than:

\$ 1,000,000	bodily injury per accident/employee;
\$ 1,000,000	bodily injury per disease/employee;
\$ 1,000,000	policy limit by disease.

Further the policy will provided not less than thirty (30) days prior written notice to District's Program Administrator or its Designee of any material change in the insurance or cancellation or non-renewal.

- D. Contractor Construction Equipment Insurance: Any policies maintained by the contractor and subcontractors on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the District and all other indemnities named in the contract.
- E. Professional Liability Insurance (Errors & Omissions): In the event any contract specifications requires your firm to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$1,000,000. Any material change in limits, coverage's or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event.
- F. Environmental and Asbestos Abatement Coverage's: If this Agreement involves the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances, the Contractor will be required to provide adequate coverage's, with limits not less than \$2,000,000 per claim basis, for such exposures subject to requirements and approval of the District.
- G. Hold Harmless clause: Work done on the premises, or in connection with the prosecution of this contract by the Contractor, shall be at the Contractor's risk and the Contractor shall assume any and all liability and shall hold harmless the District, their agents, servants or employees and Swinerton Management & Consulting, Inc., from claims or demands, cost expenses, loss or damage due to bodily injury, sickness or disease, including death to employees of the Contractor or any other person, or damage of property including loss of use thereof suffered by employees of the Contractor or any other person; arising out of the performance of the contract, whether such are based upon negligence of the District or any other person, firm, corporation or organization for whom such contract is being performed, their agents, employees or otherwise.

IV. PROOF OF CARRIAGE OF INSURANCE

- A. The Program Administrator and/or Insurers will provide coverage certificates for all provided coverage's to each eligible contractor or subcontractor properly enrolled in the OCIP. Enrollment in the OCIP by all eligible contractors and subcontractors of any tier will be effective under the OCIP upon completion and acceptance of forms included in the OCIP Insurance Program Special Bidding Instructions Insurance.
- B. Before work is started, the Contractor shall forward to the District two copies of a Certificate of Insurance or Memorandum of Insurance, evidencing that all required Contractor Furnished Insurance is in force, executed by an authorized representative of the insurance company, and naming District as additional insured as outlined below.
- C. Certificates and insurance for contractor furnished insurance policies shall include the following clause:
- "This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than Thirty (30) days after date of mailing notice."*
- D. Certificates of insurance for contractor furnished insurance policies shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.
- E. Certificates of insurance for contractor furnished insurance policies shall clearly state that the District is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

- F. Contractor furnished policies will be written by an insurer of satisfactory character including a Best's rating of not less than A- IX and an admitted carrier in the State of California. If requested by the District, a certified copy of the actual policies with appropriate endorsement(s) and other documents shall be provided to the District.
- G. In the event the contractor or any subcontractor fails to furnish and maintain required insurance or to furnish satisfactory evidence thereof, the District may procure and maintain such coverage's for all parties on behalf of the contractor. Contractor shall furnish all necessary information and pay the premium cost to the District immediately upon presentation of a premium invoice.
- H. Subcontractors. Should a contractor engage a subcontractor, the same conditions will apply to each subcontractor. Each subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor, naming the Contractor and the District as additional insureds. Copies of certificates of insurance for subcontractors must be filed with the District within thirty (30) working days after issuance of a Notice to Proceed and at least five (5) working days before the subcontractor begins work on the site. Failure to provide evidence of such insurance shall result in the subcontractor being excluded from the site until proper coverage is verified. The cost of any resulting delay will be borne by the contractor.

END OF DOCUMENT

DOCUMENT 00822

APPRENTICESHIP PROGRAM

Design-Build Entity and Subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by 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.

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

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

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01100

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Name and Location: The Project consists of design and construction of [insert description].
- B. Furnish all design services, labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents.
- C. The Work of this Contract shall:
 - 1. Comply with all requirements of the Request for Proposal including contract requirements, general requirements, Project Description, performance requirements and proprietary specifications. No exceptions to the Program of Spaces (including assignable SF for each space and the relationships between spaces) shall be taken.
 - 2. The BRIDGING DOCUMENTS
 - a. The Bridging Documents have been prepared by [insert name, address].
 - b. The Bridging Documents consist of [describe].
 - c. The Project Description includes the Design Guidelines and the Building Programs. The Project Description Elements are Contract Documents. The Project Description describes where products and materials are to be used.
 - d. The Performance Specifications describe qualitative requirements for products, materials and workmanship of materials and systems. Items listed under each Element of the Performance Specifications are not necessarily all inclusive. The Design Builder shall be responsible for the complete work.
 - e. The Bridging Documents are Contract Documents. The Bridging Documents represent a solution developed to a phase of Schematic Design that is consistent with the approved Building Programs and is representative of a solution that is preferred by the District. It is not necessarily the only or the final solution, to the requirements of this Project; however it is not advised that proposing Design-Build Entities stray drastically from the design solutions depicted in the Bridging Documents. The District

encourages and will entertain unique alternative design solutions to various program components during the Confidential Meetings held during the Proposal development period and will attempt to provide feedback to the proposing Design-build entities as to whether certain unique design approaches presented would be acceptable.

- f. The Bridging Drawings are not construction drawings and are not to be used as construction drawings. The Design-Build Entity is required to develop the Construction Drawings for the Project that meet with the approval of the District. In no instance shall errors, conflicts or ambiguities in the Bridging Documents be used as a basis for a modification to the contract, where they could have been discovered by the proposing Design-Build Entities and brought to the attention of the District during the Proposal Development period.
- g. Where conflicts occur between the Bridging Drawings and the requirements described in the Design Guidelines, the Design Guidelines shall govern.
- h. Where conflicts occur between the Bridging Documents and the District Standards, the conflicts should be brought to the attention of the District to ensure that the deviation from the District Standards is preferred.

1.3 PROPOSAL ITEMS, ALLOWANCES, AND ALTERNATES

- A. Any Proposal Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Proposal Items or prices therefore.
- B. Payment of all items is subject to provisions of Contract Documents, including without limitation Section 01200 (Measurement and Payment).
- C. For all Proposal Items, furnish and install all work indicated and described in the Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Proposal Item, or unit of Work, shall be deemed incorporated into the description of each Proposal Item (whether Lump Sum, or Unit Price).
- D. Allowances:
 1. Refer to Section 01120 (Allowance) for scope of Allowances.
 2. The Amount given on Document 00410 (Proposal 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 Proposal Form.
 3. If the cost of work done under any Allowance Item is less than the amount given on the Proposal Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Proposal Form and the cost of work actually done.
- E. Alternates:
 1. Refer to Section 01230 (Alternates) for scope of Owner's Alternates.

1.4 WORK UNDER OTHER CONTRACTS

- A. Several other projects will be underway at [name of College] during the anticipated duration of the Project (20XX – 20XX), including but not limited to:
 1. [name and brief description of project]
 2. [name and brief description of project]
 3. [name and brief description of project]
 4. [name and brief description of project]
- B. Contractor shall cooperate with and participate in joint scheduling with the District Representative and the District's other separate Contractors where activities of the projects are related and/or adjacent and/or need to occur in sequence or simultaneously to benefit the District.
- C. Coordinate with District and any District forces, or other contractors, as required by Document 00700 (General Conditions), paragraph 6.

1.5 FUTURE WORK (N/A)

1.6 WORK SEQUENCE

- A. Construct Work in stages and at times to accommodate District operation requirements during the construction period; coordinate construction schedule and operations with District.

- B. Design-Build Entity shall not have access to the **Project Site** before [month, year], to allow District time to [provide reason], unless otherwise agreed upon by District. Design-Build Entity shall schedule Work in this area accordingly.
- C. Design-Build Entity acknowledges that shoring may be required to maintain a safe excavation and protect facilities, including both existing and recently constructed under this Contract. All expenses for shoring of excavations shall be included in the appropriate Proposal items.

1.7 WORK DAYS AND HOURS

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

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

- A. Coordinate with District and any District forces, or other contractors and forces, as required by Document 00700 (General Conditions), paragraph 6.
- B. Design-Build Entity shall coordinate the construction schedule with the schedule of the District for normal power service installation.
- C. Noise: Construction activities are to comply with applicable local noise ordinance and applicable Cal-OSHA regulations. Special coordination is required to minimize any excessive noise operations during the scheduled Final Examinations periods according to the Academic Calendar. The Academic Calendar for the upcoming semesters at [name of College] is available at the District's web site, [insert hyperlink].
- D. Work on an Occupied Campus:
 - 1. Work under this contract will be executed in part during regular sessions of the College. Design Builder shall cooperate with College authorities in every way to minimize disturbance.
 - 2. When college is not in session, community use of facilities increases. Design Builder shall cooperate with College authorities in every way to minimize disturbance.
 - 3. In entrance and exit of all workers and in bringing in, storing and removal of equipment, Design Builder shall cooperate with those in authority and prevent interference with functioning of the College. Observe all rules and regulations in force and avoid unnecessary dust, mud or accumulated debris, or undue interference with the convenience, sanitation or routine of departmental activities.
 - 4. In connecting new utilities, and similar operations. Contractor shall time and coordinate such operations so that there will be no or the absolute minimum interference with College activities.

1.9 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

- A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.
- B. Hazardous substance compliance: Provide District with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.
- C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.
- D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection: Protect all finished surfaces.
- F. Asbestos Removal. If, during the progress of the Work, suspected asbestos-containing products are identified, Design-Build Entity shall stop work in the affected area and immediately notify the Owner, and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.

Asbestos Removal Subcontractor's Qualifications. The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations that govern this work. The Subcontractor shall demonstrate to the satisfaction of District that it has successfully completed at least three asbestos removal projects that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. Liability insurance covering the asbestos abatement work shall be provided as specified in the Supplementary Conditions.

Asbestos Removal Methods. The asbestos removal Subcontractor shall submit a work plan of its proposed removal procedure to District before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.

- G. Cost of maintenance of systems and equipment prior to either Substantial Completion or filing of a Notice of Completion will be considered as included in prices Proposal and no direct or additional payment will be made therefore.
- H. Operation and Maintenance Manuals and all related contract close-out documentation will be submitted to the District's Representative no more than 30 days after the date of Substantial Completion. A Notice of Completion will not be filed until all contract close-out documents are submitted and approved.

1.10 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow District to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by District shall not in any way evidence the completion of the Work or any part of it.
- C. Design-Build Entity shall not be held responsible for damage to the occupied part of the Work resulting from District occupancy.
- D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Design-Build Entity.
 - 2. Make, and District shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. District shall pay for utility cost arising out of occupancy by District during construction.
- E. Use and occupancy by District prior to acceptance of Work does not relieve Design-Build Entity of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by District.
- F. Prior to date of Final Acceptance of the Work by District, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Design-Build Entity, shall be made at expense of Design-Build Entity, as required in Document 00700 (General Conditions).
- G. Use by District of Work or part thereof as contemplated by this Section 01100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Design-Build Entity of any responsibilities under Contract, nor act as waiver by District of any of the conditions thereof.
- H. District may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in paragraph 1.6 of this Section 01100, if any, prior to substantial completion of all of the Work. Design-Build Entity shall notify District's Representative in writing when Design-Build Entity considers either Building of the Work ready for its intended use and substantially complete and request District to issue a Certificate of Substantial Completion for that part of the Work.

1.11 DESIGN-BUILD ENTITY USE OF PREMISES

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

- G. Access to the site may be revoked by the District for any person under contract with the Design-Build Entity including personnel of subcontractors and suppliers of any tier, at District's sole discretion, for behavior deemed unprofessional or inappropriate by the District, including but not limited to sexual harassment of a member of the Campus community.
- H. Access to the main entrances of existing Building 5 and existing Building 7 shall be maintained at all times while the College is in session, unless other arrangements are made on an interim basis, with the prior approval of the District.
- I. Pedestrian access shall be maintained at all times while the College is in Session from the Loop Road north of the Project Site to the main campus, between Buildings 5 & 7, unless other arrangements are made on an interim basis, with the prior approval of the District. Refer to Appendix A of this Section for the Site Parameters.

1.12 LINES AND GRADES

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

1.13 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other similar items and utilities that are known to District.
- B. Design-Build Entity shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.
- C. Additional utilities whose locations are unknown to District are suspected to exist. Design-Build Entity must be alert to their existence. If additional utilities are encountered, Design-Build Entity must immediately report to District for disposition.
- D. In addition to reporting, if a utility is damaged, Design-Build Entity must take appropriate action as provided in Document 00700 (General Conditions).
- E. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Design-Build Entity's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).

1.14 DAMAGE TO EXISTING PROPERTY

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

1.15 DUST CONTROL

- A. Design-Build Entity shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
 - 1. All construction locations with active excavation shall be watered at least twice daily.

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

1.16 PARKING

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

1.17 LAYDOWN/STAGING AREA

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

1.18 UNFAVORABLE CONSTRUCTION CONDITIONS

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

1.19 CONSTRUCTION SITE ACCESS

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

1.20 SITE ADMINISTRATION

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

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE

- A. Not used.

2.2 DISTRICT-FURNISHED PRODUCTS

A. District's Responsibilities:

- 1. Arrange for and deliver District-reviewed Shop Drawings, Product Data, and Samples, to Design-Build Entity.
- 2. Arrange and pay for delivery to site.
- 3. On delivery, inspect products jointly with Design-Build Entity.
- 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
- 5. Arrange for manufacturers' warranties, inspections, and service.

B. Design-Build Entity's Responsibilities:

- 1. Review District-reviewed Shop Drawings, Product Data, and Samples.
- 2. Receive and unload products at site; inspect for completeness or damage jointly with District.
- 3. Handle, store, install, and finish products.
- 4. Repair or replace items damaged after receipt.
- 5. Install into Project per Contract Documents.

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01120

ALLOWANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Non-specified work.

1.2 RELATED SECTIONS

- A. Section 01100 – Summary of Work
- B. Section 01200 – Payments and Completion
- C. Section 01330 - Submittals

1.3 ALLOWANCES

- A. Include in the Contract, a stipulated sum/price of \$700,000.00 as an allowance for the sitework surrounding Buildings #6 & #7A and within the limits set forth in the Bridging Documents. Design guidelines for the sitework will either be incorporated in the RFP by Addendum or delivered to the successful Design-build Entity post award.
 - 1. The intent of the Site Development Scope of Work is to provide a complete project within the Limits of Work by installing new exterior finish work around the two new buildings. The anticipated scope of work to be included in the stipulated price of the Site Development Allowance includes, but is not necessarily limited to: all landscaping design services, landscaping, site concrete, asphalt paving, site specialties (benches, etc.), exterior pathway lighting and re-setting of (e) utility boxes, grates, etc. as required by any revisions to existing grades or installation of new hardscape or landscaping. Refer to Drawing A1.1-0 for the Limit of Major Work.
 - 2. The following items are not to be considered to be included within the scope of the Allowance, but are most definitely requirements of the Project (to be included within the lump sum proposal for the two buildings);
 - Demolition & removal of all existing site development within the Limit of Major Work defined on A1.0-0. This includes, but is not limited to all site concrete (sidewalks, curbs, ramps, etc.) & asphalt paving (base rock included).
 - Removal of all existing landscaping and topsoil.
 - All required connections to existing utilities.
 - Removal of trees within the footprint of the new buildings, or as otherwise required to allow installation of the new buildings. Notification and posting well in advance of tree removal shall be closely coordinated with District's Representative.
 - Grading of the project site, structural excavations and backfilling, utility trenching & backfilling.
 - Civil Design including establishment of Site Grades and Finish Floor Elevations for the new buildings that will allow for the accessible paths of travel indicated on Drawing A1.1-0
 - Exterior Building Mounted Lighting
 - All other items required to provide the new buildings and finished site within the limits of work, unless specifically identified in Paragraph 1.3A.1 above.
- B. Design-Build Entity's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Change Orders authorizing expenditure of funds from this Allowance.
- C. Funds will be drawn from Allowance only by approval of the Owner and authorization of Change Orders by the District's Representative.
- 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

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01200

PAYMENTS AND COMPLETION

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

1.3 SCOPE OF WORK

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

1.4 DETERMINATION OF QUANTITIES

Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by District, of units of work satisfactorily completed in accordance with Contract Documents or as directed by District. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Section 01200. If methods are not so set forth, measurements shall be made in any manner which District considers appropriate for class of Work measured (e.g., pre-assigned values, percentage completion, units completed or incremental milestones). Design-Build Entity must immediately inform District of any disputes regarding quantity measurements and shall immediately supply District with any documentation supporting the disputed measurements.

1.5 SCOPE OF PAYMENT

- A. Except as otherwise expressly stated in Section 01100 (Summary of Work), payment to Design-Build Entity at the unit price or other price fixed in Contract Documents for performing Work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents, and as either may be adjusted pursuant to any approved Change Order or Construction Change Directive, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense incurred by Design-Build Entity for any purpose in connection with the performance and completion of said Work, including all incidental work necessary for completion of the Work.
- B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
 - 1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Proposal Item (whether lump sum or unit price) until acceptance by District;
 - 2. All expenses incurred due to suspension, or discontinuance of Work or discontinuance of Proposal Item (whether lump sum or unit price) as provided in Contract Documents;
 - 3. Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Proposal Item (whether lump sum or unit price).

- C. Whenever it is specified herein that Design-Build Entity is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Design-Build Entity is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price Proposal, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.
- D. Unit Prices shall apply to work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities contained in Document 00410 (Proposal Form) or otherwise referenced in Document 01100 (Summary of Work). If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Design-Build Entity's incremental cost differential resulting from increased or decreased economies of scale.
- E. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified in Section 01100 (Summary of Work).
- F. The District may, in its discretion, where Design-Build Entity requests payment on the basis of materials and equipment not incorporated in the Work, Design-Build Entity must satisfy the following conditions:
 - 1. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
 - 2. Full title to the materials and/or equipment shall vest in District at the time of delivery to the Site, warehouse or other storage location;
 - 3. Obtain a negotiable warehouse receipt, endorsed over to District for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to District;
 - 4. Stockpiled materials and/or equipment shall be available for District inspection, but District shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Design-Build Entity of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;
 - 5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Design-Build Entity's expense;
 - 6. At Design-Build Entity's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
 - 7. Design-Build Entity's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that District has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect District's interest therein, all of which must be satisfactory to District. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.
- G. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Design-Build Entity as they are incorporated.

1.6 BASIS OF PAYMENT

- A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Proposal Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by District and certified by Design-Build Entity, in accordance with Contract Documents.
- B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- C. Allowances: Allowance items (if any – refer to Section 01120 (Allowance)) will be paid for as provided in Section 01100 (Summary of Work). Funds authorized for Allowance work will not be released for Contract payments unless District has authorized Allowance work in writing.
- D. District does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Proposal Item or Items, or to add work not originally included in Proposal or Contract Documents, when in its judgment such change is in best interest of District. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly

provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of Proposal Items.

1.7 PROGRESS PAYMENTS

- A. If requested by Design-Build Entity, progress payments will be made monthly.
- B. Schedule of Values:
 - 1. Within ten Days from issuance of Notice of Award and prior to the Design-Build Entity's first Application for Payment, submit an initial breakdown of Proposal, including detailed breakdown of the design phases. Detailed construction activities need not be included in this initial submittal. Prior to commencing construction, a more detailed breakdown of the construction activities of its Proposal by scheduled Work items and/or activities, including coordination responsibilities and Contract Closeout responsibilities, per Section 01770, Contract Closeout, shall be submitted for review and approval. 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. The format and detail of the breakdown shall be as directed by District to facilitate and clarify future progress payments to Design-Build Entity for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.
 - 2. Design-Build Entity's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Proposal Item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Design-Build Entity's total Contract Sum, less any allowances designated by District.
 - 3. District will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by District, District will accept this Schedule of Values for use. District shall be the sole judge of fair market cost allocations.
 - 4. District will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to District.
 - 5. Funds shall be allocated in the Schedule of Values for Project Closeout.
- C. Applications for Payment: Design-Build Entity shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition:
 - 1. On or before the 16th of the month, Design-Build Entity shall meet with the District's Representative and the Inspector of Record, if directed by the District, with proposed "pencil copy" of Application for Payment indicating % complete for each value. Application for Payment shall include % complete for each value as agreed in the pre-Application meeting.
 - 2. On or before the 20th Day of each month (but after District's receipt of the updated Schedule as required by Section 01320 (Progress Schedules and Reports)), Design-Build Entity shall submit to District five copies of an Application for Payment for the cost of the Work put in place during the period from the 15th Day of the previous month to the 15th Day of the current 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 (or Proposal item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Design-Build Entity shall submit in a form acceptable to District an itemized cost breakdown of Design-Build Entity's record of Cost of the Work together with supporting data and any certification required by District. If Design-Build Entity is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Design-Build Entity's Application for Payment being delayed for more than a Day for Day basis.
 - 3. Applications for Payment may include, but are not necessarily limited to the following:
 - a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
 - b. Up to 75 percent of the cost of equipment identified in paragraph 1.5F of this Section 01200 (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 1.5F of this Section 01200 (if any), specifically fabricated for the Project that are not yet incorporated into the Work.

4. At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Design-Build Entity has fulfilled all scheduling requirements of Document 00700 (General Conditions) and Section 01320 (Progress Schedules and Reports), including updates and revisions. A responsible officer of Design-Build Entity shall execute the certification.
5. No progress payment will be processed prior to District receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Section 01320 justifies denying the entire Application for Payment.
6. Each Application for Payment shall list each Change Order and Construction Change Directive (“CCD”) executed prior to date of submission, including the Change Order/CCD Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to District.
7. If District requires substantiating data, submit information requested by District, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
8. If Design-Build Entity fails or refuses to participate in work reconciliations or other construction progress evaluation with District, Design-Build Entity shall not receive current payment until Design-Build Entity has participated fully in providing construction progress information and schedule update information to District.

D. Progress Payments

1. District will review Design-Build Entity’s Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, District will make appropriate notations and return to Design-Build Entity. Design-Build Entity shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. Each Application for Payment may be reviewed by District and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by District pursuant to the Schedule of Values prepared in accordance with paragraph 1.7B of this Section 01200.
3. If it is determined that the Application for Payment is not proper and suitable for payment, District will return it to the Design-Build Entity as soon as practicable, but no later than seven Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If District determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then District may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
4. Pursuant to Public Contract Code Section 20104.50, if District fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Design-Build Entity, District shall pay interest to the Design-Build Entity equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which District exceeds the seven-Day return requirement set forth herein.
5. As soon as practicable after approval of each Application for Payment for progress payments, District will pay to Design-Build Entity in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of District, Work is not proceeding in accordance with Contract, or Design-Build Entity is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
6. Before any progress payment or final payment is due or made, Design-Build Entity shall submit satisfactory evidence that Design-Build Entity is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. District also may elect in its sole discretion to pay progress payments by joint check to Design-Build Entity and each Subcontractor having an interest in that progress payment in such amount.
7. District reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of District, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.

8. Granting of progress payment or payments by District, or receipt thereof by Design-Build Entity, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Design-Build Entity to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
9. When District shall charge sum of money against Design-Build Entity under any provision of Contract Documents, amount of charge shall be deducted and retained by District from amount of next succeeding progress payment or from any other moneys due or that may become due Design-Build Entity under Contract. If, on completion or termination of Contract, such moneys due Design-Build Entity are found insufficient to cover District's charges against it, District shall have right to recover balance from Design-Build Entity or Sureties.

1.8 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

- A. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
 1. At request and expense of Design-Build Entity, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Design-Build Entity and District which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Design-Build Entity. Upon satisfactory completion of Contract, securities shall be returned to Design-Build Entity.
 2. Alternatively, Design-Build Entity may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Design-Build Entity. At the expense of Design-Build Entity, Design-Build Entity may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Section 01200 for securities deposited by Design-Build Entity. Upon satisfactory completion of Contract Documents, Design-Build Entity shall receive from escrow agent all securities, interest, and payments received by the escrow agent from District, pursuant to the terms of this Section 01200. Pay to each Subcontractor, not later than 20 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Design-Build Entity.
 3. Design-Build Entity shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
 4. Enter into escrow agreement with Controller according to Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Design-Build Entity, and termination of escrow upon completion of Contract Documents.
 5. Public Contract Code Section 22300 is hereby incorporated in full by this reference.

1.9 FINAL PAYMENT

- A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Design-Build Entity maintenance after Final Acceptance, District will pay to Design-Build Entity, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.
- B. Prior progress payments shall be subject to correction in the final payment. District's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Design-Build Entity under Contract Documents and shall be full measure of compensation to be received by Design-Build Entity.
- C. Design-Build Entity and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to District's obligation to make final payment, Document 00650 (Agreement and Release of Any and All Claims) discharging District, its officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

1.10 EFFECT OF PAYMENT

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

1.11 CONTINGENCY RESERVE

- A. District will authorize and direct Design-Build Entity regarding provisions in this paragraph.
- B. Contingency Reserve Amount: as listed in Document 00520 (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 01250 (Modification Procedures).
- E. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Design-Build Entity on account of Work covered by this Contingency Reserve, and the Contract Sum will be correspondingly adjusted.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01230

ALTERNATES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 1. This Section identifies generally the work of each alternate and includes a non-technical description of the basic changes to be to be incorporated into the Work when each alternate is made a part of the Work.
 2. Unless otherwise specifically provided, the work described in Alternates shall be completed with no increase in Contract Time.

1.2 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the Alternate into Project.
 1. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Refer to the Specifications for the full scope of work in each Alternate.
- C. Coordinate related Work and modify surrounding Work as required to integrate the various elements of the alternates in the complete Work, when acceptance is designated in the Contract or added by Change Order.
- D. All alternate prices shall include all costs, including insurance, bonds, overhead, and profit.

1.3 DETAIL REQUIREMENTS

- A. Definitions: Alternates are defined as products, materials, equipment, systems, methods, units of work or major elements of the construction, which may, at the District’s option and under the terms established by the Request for Proposals and in the Contract, be selected for the Work in lieu of requirements of the Contract Documents. Selection may occur prior to the contract date, or may, by the Agreement, be deferred for possible selection at a subsequent date.
- B. The District reserves the right to make decisions on Alternates for Three Hundred and Sixty-five (365) Calendar Days after the date of the Notice to Proceed. The District reserves the right to adjust the total funds available to complete the Project in order to accept any or all Alternates. The Design-Build Entity shall hold prices of those Alternates for that time period.

1.4 SCHEDULE OF ALTERNATES:

- A. General: Description for each Alternate listed below is recognized to be abbreviated but implies that each change shall be complete for the scope of work affected. Refer to applicable Contract Documents for specific requirements for each Alternate. For the determination of Best Value on which the Contract will be awarded the contract, alternates will not be considered unless they are included within the Fixed Price set forth in Document 00200 (Request for Proposal). The method of determining Best Value does not preclude the District from adding to or deducting from the Contract any of the additive or deductive items after the Best Value Proposal has been determined.

1. Alternate No. 1 - Add cooling capability to the Science Annex Building #7A. Reference Mechanical Design Guideline, Paragraph D.1, Alternates. Add extended Mechanical Room Penthouse on roof as shown on sheet A2.4.2 Science Annex Roof Plan and described below to accommodate cooling equipment.

Omit westerly exterior mechanical room wall that is parallel to Gridlines, 4, 5, and B. Continue exterior and interior construction. Modify roof underlayment necessary to achieve positive roof drainage around

- extended mechanical room space. Provide one additional roof drain and overflow drain to be located by Architect/ Engineer.
2. Alternate No. 2 - Add variable volume controls of science laboratory airflow systems. Reference Mechanical Design Guideline, Paragraph D.2, Alternates.
 3. Alternate No. 3 - Add linear slot supply and return as indicated on sheet M2.1-1, Note #7 and sheet M2.2-1, Note #9.
 4. Alternate No. 4 - Add make-up water for chilled water system to the Science Annex Building #7A as indicated on sheet P2.4-2, Note #2.
 5. Alternate No. 5 – Extended Warrantee: extend Warrantee to three (3) years for completed construction in lieu of one (1) year.
 6. Alternate No. 6 – Contractor Provided Insurance: Contractor to provide insurance coverage in lieu of OCIP. Reference Paragraph 25, Document 00200 (Request for Proposal), Document 00810 (Insurance) and Document 00821 (Owner Controlled Insurance Program).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01250

MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

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

1.2 GENERAL

- A. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.
- B. Only Design-Build Entity or District may initiate changes in scope of Work or deviation from Contract Documents.
 - 1. Design-Build Entity may initiate changes by submitting RFIs, Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.
 - a. RFIs shall be submitted to seek clarification of or request changes in the Contract Documents. RFIs shall not be submitted to the District seeking clarification to any errors or omissions on behalf of the Design-Build Entities preparation of the Construction Drawings.
 - b. Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00700 (General Conditions).
 - c. Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00700 (General Conditions).
 - 2. Design-Build Entity shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Design-Build Entity shall not be entitled to additional compensation. Design-Build Entity shall be responsible for both District and its consultant’s administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by District; at District’s discretion, such costs may be deducted from progress payments or final payment.
 - 3. District may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.
 - 4. District may initiate changes in the Work or Contract Time by issuing RFPs to Design-Build Entity. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Design-Build Entity.
 - 5. District may also, by Construction Change Directive (“CCD”), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by District only.
 - 6. It is the responsibility of the Design-Build Entity to notify the District within 14 days if there is a cost change. Notifications beyond this time limit may result in future claims being time barred.

1.3 PROCEDURES

- A. Cost Proposal and Procedures: Whenever Design-Build Entity is required in this Section 01250 to prepare a Cost Proposal, and whenever Design-Build Entity is entitled to submit a Cost Proposal and elects to do so, Design-Build Entity shall prepare and submit to District for consideration a Cost Proposal using the form attached to this Section 01250, 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 01250. After receipt of a Cost Proposal with a detailed breakdown, District will act promptly thereon.

1. If District accepts a Cost Proposal, District will prepare Change Order for District and Design-Build Entity signatures.
 2. If Cost Proposal is not acceptable to District because it does not agree with cost and/or time included in Cost Proposal, District will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section 01250, Design-Build Entity shall have seven Days in which to respond to District with a revised Cost Proposal.
 3. When necessity to proceed with a change does not allow the District sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), District may order Design-Build Entity to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.
- B. Request for Information: Whenever Design-Build Entity requires information regarding the Project or Contract Documents, Design-Build Entity may prepare and deliver an RFI to District. Design-Build Entity shall not submit an RFI to the District if it pertains to a Subcontractor's request for clarification of the Construction Documents prepared by the DBE. Design-Build Entity shall use RFI format provided by District. Design-Build Entity must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Design-Build Entity shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Design-Build Entity's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Design-Build Entity's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
1. District will respond in a timely manner from receipt of RFI with a written response to Design-Build Entity. Design-Build Entity shall distribute response to all appropriate Subcontractors.
 2. If Design-Build Entity is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.
 3. If Design-Build Entity believes the response is incomplete, Design-Build Entity shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to District clarifying original RFI. Additionally, District may return RFI requesting additional information should original RFI be inadequate in describing condition.
 4. If Design-Build Entity believes that the response results in change in Contract Sum or Contract Time, Design-Build Entity shall notify District in writing within seven Days after receiving the response. If District disagrees with Design-Build Entity, then Design-Build Entity may give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within 30 days. If District agrees with Design-Build Entity, then Design-Build Entity must submit a Cost Proposal within 21 Days of receiving the response to the RFI. Design-Build Entity's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.
- C. Supplemental Instruction: District may issue Supplemental Instruction to Design-Build Entity.
1. If Design-Build Entity is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.
 2. If Design-Build Entity believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then Design-Build Entity must submit a Cost Proposal to District within 21 Days of receiving the Supplemental Instruction.
- D. Construction Change Directives: If at any time District believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, District may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Design-Build Entity shall promptly proceed with the change of Work involved and concurrently respond to District's CCD within 10 Days.
1. Design-Build Entity's response must be any one of following:
 - a. Return CCD signed, thereby accepting District's response, time and cost.
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if District so requests.
 - c. Give notice of intent to submit a Claim as described in Article 12 of Document 00700 (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. Cost to be determined in a manner agreed.
3. CCD signed by Design-Build Entity indicates the agreement of Design-Build Entity therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
 4. If Design-Build Entity does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by District on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Design-Build Entity may file a Claim per Article 12 of Document 00700 (General Conditions). Design-Build Entity shall keep and present, in such form as District may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.4 and 1.5 of this Section 01250.
 5. Pending final determination of cost to District, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Design-Build Entity to District for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by District. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- E. District Requested RFP: Design-Build Entity shall furnish a Cost Proposal within 21 Business Days of District's RFP. Upon approval of RFP, District will issue a Change Order directing Design-Build Entity to proceed with extra Work. If the parties do not agree on the price for an RFP, District may either issue a CCD or decide the issue per Article 12 of Document 00700 (General Conditions). Design-Build Entity shall perform the changed Work notwithstanding any claims or disagreements of any nature.
- F. Differing Site Conditions: Design-Build Entity shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to paragraph 13.4 of Document 00700 (General Conditions), which shall govern. If District determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.
- G. Hazardous Waste Conditions: Design-Build Entity shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to paragraph 13.5 of Document 00700 (General Conditions), which shall govern. If District determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.
- H. All Changes:
1. Documentation of Change in Contract Sum and Contract Time:
 - a. Design-Build Entity shall maintain detailed records of Work performed on a time-and-material basis.
 - b. Design-Build Entity shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
 - c. Design-Build Entity shall, on request, provide additional data to support computations for:
 - 1) Quantities of products, materials, labor and equipment.
 - 2) Taxes, insurance, and bonds.
 - 3) Overhead and profit.
 - 4) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
 - 5) Credit for deletions from Contract, similarly documented.
 - d. Design-Build Entity shall support each claim for additional costs, and for Work performed on a cost-and-percentage basis, with additional information including:
 - 1) Credit for deletions from Contract, similarly documented.
 - 2) Origin and date of claim.
 - 3) Dates and times Work was performed and by whom.
 - 4) Time records and wage rates paid.
 - 5) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
- I. Correlation of Other Items:

1. Design-Build Entity shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
 2. Design-Build Entity shall revise the Progress Schedules prior to the next monthly pay period.
 3. Design-Build Entity shall enter changes in Project Record Documents prior to the next monthly pay period.
- J. Responses: For all responses for which the Contract Documents, including without limitation this Section 1250, do not provide a specific time period, recipients shall respond within a reasonable time.
- K. Disputes: For all disputes arising from the procedures herein, Design-Build Entity shall follow Article 12 of Document 00700.

1.4 COST DETERMINATION

- A. Total cost of extra Work or of Work omitted shall be the sum of labor costs, material costs, equipment rental costs and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders or CCDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Design-Build Entity may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against District, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.
- B. Overhead and Profit: (Overhead shall be as defined in paragraph 1.8 of this Section 01250)
1. Overhead and profit on labor for extra Work shall be 15 percent.
 2. Overhead and profit on materials for extra Work shall be 15 percent.
 3. Overhead and profit on equipment rental for extra Work shall be 10 percent.
 4. When extra Work is performed by a first tier Subcontractor, Design-Build Entity shall receive a 5 percent markup on Subcontractors' total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed 15 percent.
 5. When extra Work is performed by a lower tier Subcontractor, Design-Build Entity shall receive a total of 5 percent markup on the lower tier Subcontractors' total costs of extra Work. First tier Subcontractors and lower tier Subcontractors shall divide the 15 percent markup as mutually agreed.
 6. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 20 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 deletion, no percentage for overhead profit and commission shall be allowed, but rather a deduction shall issue.
 8. The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on 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. Owner-Operated Equipment: When owner-operated equipment is used to perform extra Work, Design-Build Entity will be paid for operator as follows:
1. Payment for equipment will be made in accordance with paragraph 1.5C of this Section 01250.
 2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator is actually covered by such an agreement.
- E. Accord and Satisfaction: Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all Design-Build Entity (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Design-Build Entity may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00700 no later than 30 days of Design-Build Entity's first written notice of its intent to reserve rights.

1.5 COST BREAKDOWN

- A. Labor: Design-Build Entity will be paid cost of labor for workers (including forepersons when authorized by District) used in actual and direct performance of extra Work. Labor rate, whether employer is Design-Build Entity, Subcontractor or other forces, will be sum of following:
 - 1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 - 2. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph 1.5A.1 of this Section 01250, such as taxes and worker’s compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
- B. Material: Only materials furnished by Design-Build Entity and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Design-Build Entity, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
 - 1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to District notwithstanding fact that such discount may not have been taken.
 - 2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
 - 3. If cost of a material is, in opinion of District, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in paragraph 1.5B.1 of this Section 01250.
- C. Equipment Rental: For Design-Build Entity- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Design-Build Entity- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by District. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer’s ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - 1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by District. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
 - 2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. District will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
 - d. District will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
 - 3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which District directs Design-Build Entity to discontinue use of

equipment, whichever first occurs. Excluding Saturdays, Sundays, and District's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

- D. Work Performed by Special Forces or Other Special Services: When District and Design-Build Entity, by agreement, determine that special service or item of extra Work cannot be performed by forces of Design-Build Entity or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Design-Build Entity is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. District must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in paragraph 1.4B of this Section 01250, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

1.6 FORCE-ACCOUNT WORK

- A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Design-Build Entity may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by District. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.4 and 1.5 of this Section 01250.
- B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between District and Design-Build Entity have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. District may approve other uses of Force-Account Work.
- C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Design-Build Entity shall report to District each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made and acknowledged by District.
- D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Design-Build Entity shall report to District when 75 percent of the NTE amount has been expended.
- E. Force-Account Work shall be paid as extra Work under this Section 01250. Methods of determining payment for Work and materials provided in this paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of District, may properly be classified under items for which prices are otherwise established in Contract Documents.

1.7 DISTRICT-FURNISHED MATERIALS

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

1.8 OVERHEAD DEFINED

- A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Design-Build Entity, Subcontractors, or suppliers, and Design-Build Entity shall not invoice or receive payment for these costs separately:
1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings
 2. Routine field inspection of Work proposed
 3. General Superintendence
 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 project Architect/Engineer, superintendent, timekeeper, storekeeper and secretaries
- 8. Janitorial services
- 9. Temporary on-Site facilities:
 - 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. Other incidental Work

1.9 RECORDS AND CERTIFICATION

- A. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Design-Build Entity or authorized representative shall complete and sign form each day. Design-Build Entity shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.
- B. No payment for Force-Account Work shall be made until Design-Build Entity submits original invoices substantiating materials and specialists charges.
- C. District shall have the right to audit all records in possession of Design-Build Entity relating to activities covered by Design-Build Entity’s claims for modification of Contract, including Force-Account Work and CCD Work.
- D. Further, District will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Design-Build Entity relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Design-Build Entity is a joint venture, right of District shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Design-Build Entity to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article 12 of Document 00700.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

COST PROPOSAL FORM FOLLOWS ON NEXT PAGE

COST PROPOSAL (CP)

THE SKYLINE COLLEGE BUILDINGS 6 & 7A PROJECT

Bid Number **86464**

CP Number: _____

Date: _____

In Response To _____

RFP #, etc.

**To: The San Mateo County Community College District,
c/o Swinerton Management & Consulting**

Attn: Doug Henry

Subject Ref. No: [_____]
 (for District use only)

**Skyline College
3300 College Drive, Building 12
San Bruno, California 94066
Telephone (650) 738-7041**

Fax: (650) 738-7042

From: [Insert Design-Build Entity's Name/Address]_

This Cost Proposal is in response to the above-referenced _____ [insert RFP, etc. as applicable].

Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTR.	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
MATERIAL						
Direct Labor Cost						
EQUIPMENT						
Other (Specify) Extended Overhead						
Total Cost						
Subcontractor's Overhead & Profit 15 percent						
Design-Build Entity's Overhead & Profit 15 percent						
Overhead & Profit to Design-Build Entity for Subcontractor's Work 5 percent						
(percent of Total Cost above not including any OIP)						
GRAND TOTAL						

REQUESTED CHANGE IN CONTRACT TIME (DAYS)

By Design-Build Entity:

Signature:

Date:

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01315

PROJECT MEETINGS

PART 1 GENERAL

1.1 SUMMARY

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

1.2 PRECONSTRUCTION CONFERENCE

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

1.3 SCHEDULE REVIEW MEETINGS

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

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

1.4 WEEKLY PROGRESS MEETINGS

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

1.5 PROGRESS SCHEDULE AND BILLING MEETINGS

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

1.6 SPECIAL MEETINGS

- A. Any party may call special meetings by notifying all desired participants and District 5 Days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.

- B. At any time during the progress of Work, District shall have authority to require Design-Build Entity attend meeting of any or all of the Subcontractors engaged in Work or in other work, and notice of such meeting shall be duly observed and complied with by Design-Build Entity.
- C. Design-Build Entity shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00700 (General Conditions). Design-Build Entity shall give District 5 Days written notice of coordination meetings. Design-Build Entity shall maintain and distribute minutes of coordination meetings. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

1.7 DESIGN REVIEW MEETINGS

- A. Design Review Meetings shall be held at least twice a month during the Design Phase of the Project to review the progress of the design and to facilitate the Design Work described in Section 01101 (Summary of Work – Design Services)
 - 1. Meetings shall be held at District Representative’s on-Site office unless otherwise directed by District.
 - 2. Design-Build Entity will record meeting notes of the Design Review Meeting. Within 7 Days after the meeting, Design-Build Entity will distribute minutes to District though e-mail, and to those affected by decisions made at meeting. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes will constitute final memorialization of results of meeting.
- B. Progress meetings shall be attended by representatives of the Design-Build Entity’s Design Team and Construction Team, District, and others as appropriate to the agenda topics for each meeting.
- C. Agenda will contain the following items, as appropriate:
 - 1. Review, revise as necessary, and approve previous meeting minutes
 - 2. Review of Design progress since last meeting
 - 3. Status of Design Schedule and adjustments
 - 4. Required responses from District pertaining to the design clarifications of the Contract Documents, material selections, proposed deviations from the Contract Documents, etc.
 - 5. DSA submittal strategies
 - 6. Other items affecting progress of Design.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01320

PROGRESS SCHEDULES AND REPORTS

PART 1 GENERAL

1.1 SUMMARY

- A. Perform scheduling of Work under this Contract in accordance with requirements of this Section 01320.
 - 1. Development of schedule, cost, and resource loading of the Progress Schedule, monthly payment requests, and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Section 01320.
 - 2. The Schedule shall be cost-loaded based on Schedule of Values as approved by District.
 - 3. Submit schedules and reports as specified in 00700 (General Conditions).
- B. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.
- C. Design-Build Entity’s obligations under this Section 01320 are hereby deemed material obligations justifying District’s remedies for default if Design-Build Entity fails to perform. Nothing in this paragraph 1.1.C of this Section 01320 or the lack of an express statement that any other Contract Documents provision is or is not material shall be considered in determining whether any such other provision is material.
- D. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on two prior, similar projects.

1.2 GENERAL

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00520 (Agreement), unless an earlier (advanced) time of completion is requested by Design-Build Entity and agreed to by District. A Change Order shall formalize any such agreement.
 - 1. District is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.
 - 2. Design-Build Entity is not entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Design-Build Entity completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Time.
 - 3. A schedule showing the Work completed in less than the Contract Time, which has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both District and Design-Build Entity.
 - 4. Float Ownership: Neither District nor Design-Build Entity owns float. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date.
 - a. For example, in the event of unexcused delay by Party A and Party B, and if Party A uses some, but not all of the float and Party B later uses remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion date.
 - b. Under this scenario, Party A would not be responsible for the time since it did not consume all of the float and additional float remained; therefore, the Substantial Completion Date was unaffected.
- C. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Design-Build Entity.
- D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Design-Build Entity from responsibility for accomplishing the Work in accordance with the Contract. District’s acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon District, or act to relieve Design-Build Entity of its responsibility for means and methods of construction.
- E. Transmit each item under form approved by District or following Section 01330.

1. Identify Project as Skyline College Buildings 6 & 7A, and include name of Design-Build Entity.
2. Provide space for Design-Build Entity's approval stamp and District's review stamps.
3. Submittals received from sources other than Design-Build Entity will be returned to Design-Build Entity without District's review.

1.3 INITIAL AND ORIGINAL PROGRESS SCHEDULE

- A. Initial Schedule submitted for review shall serve as Design-Build Entity's schedule for up to 90 Days after the Notice to Proceed (Design).
- B. Initial Schedule must indicate detailed plan for the Design progress to be completed in first 90 Days of the Contract; details of any planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 90 Days in summary form.
- C. Design-Build Entity shall submit its Original Schedule for review within 90 days of Notice to Proceed (Design). Original Schedule and all updates shall comply with all standards herein. Original Schedule must comply with milestone and completion dates specified in Contract Documents.
- D. All Schedules shall be time-scaled.
- E. All Schedules shall be cost and resource-loaded. Accepted cost and resource-loaded Schedule will be used as basis for monthly progress payments. Use of Initial Schedule for progress payments shall not exceed 90 Days.
- F. Except as otherwise expressly provided in this Section 01320, meet with District to review and discuss the Schedule (i.e., Initial, Original and monthly updates) within seven Days after each Schedule has been submitted to District.
 1. District's review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
 2. Design-Build Entity shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by District. Resubmit Initial Schedule if requested by District.
- G. If Design-Build Entity is of the opinion that any of the Work included on its Schedule has been impacted, submit to District a written Time Impact Evaluation (TIE) in accordance with paragraph 1.8 of this Section 01320. The TIE shall be based on the most current update of the Initial Schedule.

1.4 SCHEDULE FORMAT AND LEVEL OF DETAIL

- A. Each Schedule (Initial, Original and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:
 1. All Design-Build Entity, Subcontractor, and assigned Design-Build Entity work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.
 2. Activities related to the delivery of Design-Build Entity and District-furnished equipment to be Design-Build Entity-installed per Contract shall be shown.
 3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Design-Build Entity/Subcontractor responsibility to which they pertain.
 4. Break up the Work schedule into activities of durations of approximately 21 Days or less each, except for non-field construction activities or as otherwise deemed acceptable by District.
 5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, man power loading, and scheduled/actual progress payments.
- B. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.
- C. Failure by Design-Build Entity to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Design-Build Entity from completing all Work required within the Contract Time.
- D. A two-week "look ahead," detailed daily bar chart schedule shall be updated and issued weekly for discussion at the Weekly Progress Meetings.
- E. Utilize Primavera computer-scheduling software, or approved equivalent, for all scheduling including schedule updates.

1.5 MONTHLY SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Design-Build Entity's Initial Schedule, monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.
 - 1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.
 - 2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Design-Build Entity warrants the accuracy of as-built information as shown.
- B. A meeting will be held on approximately the 16th of each month to review the Schedule update submittal and progress payment application.
 - 1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; TIEs for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Design-Build Entity delays.
 - 2. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Design-Build Entity's General Superintendent and Scheduler shall attend these meetings.
- C. Within five Days after monthly Schedule update meeting, submit the updated Schedule.
- D. Within five Days of receipt of above-noted revised submittals, District will either accept or reject monthly schedule update submittal.
 - 1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Design-Build Entity. The schedule update shall be submitted as part of Design-Build Entity's Application for Payment.
 - 2. If rejected, update shall be corrected and resubmitted by Design-Build Entity before the Application for Payment is submitted.
- E. Updating, changing or revising of any report, curve, schedule or narrative submitted to District by Design-Build Entity under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Design-Build Entity's obligations under this Contract.

1.6 SCHEDULE REVISIONS

- A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Provide the written narrative and schedule diagram for revisions three Days in advance of the monthly schedule update meeting. Clearly show and discuss any changes in the critical path.
- C. Schedule revisions shall not be incorporated into any schedule update until District has reviewed the revisions. District may request further information and justification for schedule revisions and, within three Days, provide District with a complete written narrative response to District's request.
- D. If District does not accept Design-Build Entity's revision, and Design-Build Entity disagrees with District's position, Design-Build Entity has seven Days from receipt of District's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Design-Build Entity's failure to respond in writing within seven Days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and Design-Build Entity waives its rights to subsequently dispute or file a claim regarding District's position. If Design-Build Entity files a timely response as provided in this paragraph, and the parties are still unable to agree, Design-Build Entity's sole right shall be to file a claim as provided in Document 00700 (General Conditions), Article 12.
- E. At District's discretion, Design-Build Entity can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.7 RECOVERY SCHEDULE

- A. If a Schedule update shows a substantial completion date 21 Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, submit to District within seven Days the proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture

the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If District requests, show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.

- B. The revisions shall not be incorporated into any Schedule update until District has reviewed the revisions.
- C. If District does not accept Design-Build Entity's revisions, District and Design-Build Entity shall follow the procedures in paragraphs 1.6C, 1.6D, and 1.6E of this Section 01320.
- D. At District's discretion, Design-Build Entity can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.8 TIME IMPACT EVALUATION FOR CHANGE ORDERS AND OTHER DELAYS

- A. When Design-Build Entity is directed to proceed with changed work, prepare and submit, within 14 Days from the direction to proceed, a TIE that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Design-Build Entity proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Design-Build Entity is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable District to evaluate the impact of changed work to the scheduled critical path.
- B. Comply with the requirements of paragraph 1.8A of this Section 01320 for all types of delays such as, but not limited to, Design-Build Entity/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Design-Build Entity is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update. Provide District with four copies of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and Design-Build Entity may submit a claim for additional time claimed by Design-Build Entity as provided in Document 00700 (General Conditions).

1.9 TIME EXTENSIONS

- A. Design-Build Entity is responsible for requesting time extensions for time impacts that, in the opinion of Design-Build Entity, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00700 (General Conditions).
- B. Where an event for which District is responsible impacts the projected Substantial Completion date, provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Also include a detailed cost breakdown of the labor, equipment, and material Design-Build Entity would expend to mitigate District-caused time impact. Submit mitigation plan to District within 14 Days from the date of discovery of said impact. Design-Build Entity is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Design-Build Entity waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under the Contract Documents for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
- F. Failure of Design-Build Entity to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. Notwithstanding any other provision of this Section 01320, if Design-Build Entity does not submit a TIE within the required 14 Days for any issue, Design-Build Entity hereby agrees that Design-Build Entity does not require a time extension for that issue.

1.10 PROJECT STATUS REPORTING

- A. In addition to submittal requirements for scheduling identified in this Section 01320, provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this paragraph 1.10 below.
- B. Prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:

1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
 2. Progress made on critical activities indicated on each Schedule, including inspections.
 3. Explanations for any lack of work on critical path activities planned to be performed during last month.
 4. Explanations for any schedule changes, including changes to logic or to activity durations.
 5. List of critical activities scheduled to be performed during the next month.
 6. Status of major material and equipment procurement.
 7. Any delays encountered during reporting period.
 8. Provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
 - a. Actual resource shall be accumulated in field by Design-Build Entity, and shall be as noted on Design-Build Entity's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.
 - b. Explain all variances and mitigation measures.
 9. Design-Build Entity may include any other information pertinent to status of Project. Include additional status information requested by District at no additional cost.
 10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.
- C. By noon of each workday provide District with report of Design-Build Entity and its Subcontractors' work activities for the previous day, including trades, equipment, work activities worked on, staff levels, any recorded accidents and equipment deliveries. Any Force Account records from previous day shall be attached.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Description of general requirements for Submittals for the Work:
 - a. Procedures
 - b. Schedule of Shop Drawing and Sample Submittals
 - c. Safety Program
 - d. Progress Schedule
 - e. Product Data
 - f. Shop Drawings
 - g. Samples
 - h. Coordination Drawings (OPTIONAL If Applicable)
 - i. Quality Assurance Control Submittals
 - 1) Design Data
 - 2) Test Reports
 - 3) Certificates
 - 4) Manufacturers' Instructions
 - 5) Material Safety Data Sheets
 - j. Installation, Operations, and Maintenance Manuals
 - k. Computer Programs
 - l. Project Record Documents
 - 2. Delay of Submittals
 - 3. Optional Review Meeting

1.2 PROCEDURES

- A. Submit at Design-Build Entity's expense, in duplicate sets, the following items ("Submittals") required by the Contract Documents:
 - 1. Schedule of Shop Drawing and Sample Submittals
 - 2. Safety Plans
 - 3. Progress Schedule
 - 4. Product Data; Shop Drawings
 - 5. Samples
 - 6. Coordination Drawings
 - 7. Quality Assurance Control Data
 - 8. Machine Inventory Sheets
 - 9. Installation, Operation, and Maintenance Manuals
 - 10. Computer Programs
 - 11. Project Record Documents
 - 12. Seismic Submittal Review Forms, where specified in technical specifications.
- B. Submit these Submittals to District for review and approval in accordance with accepted Schedule of Shop Drawings and Samples Submittals. If no such schedule is agreed upon prior to, then all Shop Drawing, Samples, and product data Submittals shall be submitted within 30 Days after receipt of Notice to Proceed with Construction from District. In all instances, District may require Design-Build Entity to submit any or all Submittals directly to Consultant Architect/Engineer for review.
- C. Transmit each item with the appropriate Submittal transmittal form (attached to this Section 01330 as Exhibits A and B). Identify Project, Design-Build Entity, Subcontractor, major supplier, pertinent Drawing sheet and detail number, and Specification Section number as appropriate. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Submittals shall be submitted based on each Specification

Section. Submittals containing information about more than one Specification Section will be returned for resubmittal. Submittals shall include all information requested by each Specification Section. (No partial Submittals.) Incomplete Submittals will be returned not reviewed by District.

- D. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show District the materials and equipment Design-Build Entity proposes to provide and to enable District to review the information for the limited purposes specified in this Section 01330. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as District may require to enable District to review the Submittal. The quantity of each Submittal to be submitted will be as required by individual Specification Sections or this Section 01330.
- E. At the time of each submission, give District specific written notice of all variations, if any, that the submitted Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to District for review and approval of each such variation. If District accepts deviation, District will note its acceptance on the returned Submittal transmittal form and, if necessary, issue appropriate Contract Modification.
- F. Submittal coordination and verification is responsibility of Design-Build Entity; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:
1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
 2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
 3. All information relative to Design-Build Entity's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- G. Design-Build Entity's submission to District of a Submittal shall constitute Design-Build Entity's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this paragraph 1.2 of Section 01330, with respect to Design-Build Entity's review and approval of that Submittal. Submittals that do not have Design-Build Entity's stamp, acknowledging review by the Design-Build Entity, will be considered incomplete and will be returned to the Design-Build Entity unreviewed. **Design-Build Entity's obligation shall include acknowledgement by their appropriate Architect/Engineer that they have reviewed and approved the submittal prior to submitting to District.**
- H. Designation of work "by others," if shown in Submittals, shall mean that work will be responsibility of Design-Build Entity rather than Subcontractor or supplier who has prepared Submittals.
- I. After review by District or other consultant designated by District, of each of Design-Build Entity's Submittals, one set of material will be returned to Design-Build Entity with actions defined as follows:
1. NO EXCEPTIONS TAKEN - 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. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Design-Build Entity.
 3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Design-Build Entity prior to subsequent review by District.
 4. REJECTED - RESUBMIT - Submitted material does not conform to Contract Documents in major respect, i.e.: wrong size, model, capacity, or material.
- J. Make a complete and acceptable Submittal at least by second submission. District reserves the right to deduct monies from payments due Design-Build Entity to cover District and their representative's or consultant's additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Design-Build Entity for resubmission. Design-Build Entity shall be in breach of the Contract if Design-Build Entity's first re-submittal, following a Submittal which District determines falls within categories 3 or 4 above, does not fall within categories 1 or 2 above.
- K. Favorable review will not constitute acceptance by District of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Design-Build Entity, including responsibility to back-check comments, corrections, and modifications from District's review before fabrication. Design-Build Entity, Subcontractors, or suppliers may prepare Submittals, but Design-Build Entity shall ascertain that Submittals meet requirements of Contract

Documents, while conforming to structural space and access conditions at point of installation. District's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of work, or information regarding materials and equipment Design-Build Entity proposes to furnish shall not relieve Design-Build Entity of responsibility for errors therein and shall not be regarded as assumption of risks or liability by District, or any officer or employee thereof, and Design-Build Entity shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Favorable review shall be considered to mean merely that District has no objection to Design-Build Entity using, upon Design-Build Entity's own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.

- L. District's review will not extend the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- M. Submit complete initial Submittal for those items where required by individual Specification Sections of the Bridging Documents. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Design-Build Entity submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Design-Build Entity without review.
- N. Copy, conform, and distribute reviewed Submittals in sufficient numbers for Design-Build Entity's files, Subcontractors, and vendors.
- O. After District's review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.
 - 1. Begin no fabrication or work that requires Submittals until return of Submittals not requiring resubmittal. Do not extrapolate from Submittals covering similar work.
 - 2. Normally, Submittals will be processed and returned to Design-Build Entity within 21 Days of receipt.
- P. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
- Q. All Submittals shall be number-identified by Design-Build Entity, prior to submission to District, in accordance with the following:
 - 1. Sequentially number each Submittal (i.e., "1", "2", "3", etc.) as the basis for number identification of Submittals.
 - 2. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.
 - 3. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.
 - 4. If the Submittal is a resubmittal (including without limitation after an initial Submittal is rejected, returned without review or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., a resubmittal of Submittal 1 would be numbered 1A). Subsequent resubmittals would be identified by the Submittal number and sequential letters (i.e., "B", "C", "D", etc.).
 - 5. All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by District. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to resubmittal) is given a new number.
- R. Submission Requirements:
 - 1. Deliver Submittals to District giving sufficient time for more than one review but in no case less than 30 Days before dates reviewed Submittals will be needed.
 - 2. Initial Submittal of Installation, Operation, and Maintenance Manuals shall be 45 Days after the date Submittals that pertain to the applicable portion of the Installation, Operation, and Maintenance Manual is satisfactorily reviewed.
 - 3. The following table lists the number of initial Submittals required from Design-Build Entity for each type of submission, to whom Design-Build Entity shall distribute the information, and District's distribution of reviewed submissions. If Design-Build Entity needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

Submittal	DBE Initial Submittal		District Submittal Review Return	
	# of Original Transparencies	# of Copies/ Prints/ Samples	# of Original Transparencies	# of Copies/ Prints/ Samples
	District	District	DBE	DBE
Shop Drawings	2	9	1	1
Product Data	0	9	0	1
Samples	0	4	0	1
Materials Safety Data Sheets	0	5	0	1
Installation, Operation, and Maintenance Manuals	1	5		1
Other Documents	2	9	1	1

Accompany Submittals with Submittal transmittal form, in duplicate, containing:

- a. Date, revision date, and Submittal log number.
 - b. Project name and District’s Contract number.
 - c. Design-Build Entity’s name, address, and job number.
 - d. Specification Section number clearly identified.
 - e. The quantity of Shop Drawings, Product Data, or Samples submitted.
 - f. Notification of deviations from Contract Documents.
 - g. Materials Safety Data Sheet (MSDS) for each item complying with OSHA’s Hazard Communication Standard 29 CFR 1910.1200.
 - h. Other pertinent data.
4. Submittal shall include:
- a. Date and revision dates.
 - b. Revisions, if any, identified.
 - c. Project Name and Contract number.
 - d. The names of:
 - 1) Design-Build Entity, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.
 - e. Identification of product material by location within the Project.
 - f. Relation to adjacent structure or materials.
 - g. Field dimensions, clearly identified as such.
 - h. Specification Section number and applicable detail reference number on the Drawings.
 - i. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.
 - j. A blank space, on each Drawing or data sheet, 5” x 4” for the District’s stamp.
 - k. Identification of deviations from Contract Documents.
 - l. Design-Build Entity’s stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents, including review by the DBE design team.
- 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 for initial Submittals.
- T. Number of resubmissions:
- 1. One reexamination of Design-Build Entity’s Submittals that have been returned for correction or replacement will be included in District’s budget. Any additional reexamination of Design-Build Entity’s Submittals will be considered additional scope services to be paid by Design-Build Entity through District. Design-Build Entity shall pay District (or District may deduct from any progress or final payment), for design team personnel, on an hourly basis at 2.5 times direct payroll expenses, and for consultant personnel time at 1.25 times the amount billed District.

1.3 SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS

- A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Document 00700 (General Conditions). Submit two copies of final and accepted Schedule of Shop Drawings and Sample Submittals as required by paragraph 1.2A.1 of this Section 01330.
- B. Schedule of Shop Drawing and Sample Submittals will be used by District to schedule its activities relating to review of Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.
- C. Schedule of Shop Drawing and Sample Submittals will be reviewed by District and shall be revised and resubmitted until accepted by District.
- D. Unless otherwise specified, make Submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Identify on the Submittal which Submittals should be reviewed together.

1.4 SAFETY PROGRAM

- A. Submit one copy of Safety Program specific to these Contract Documents to District within the time set forth in Section 01540 (Site Security and Safety), paragraph 1.4. This submittal is for the District's information only.

1.5 PROGRESS SCHEDULE

- A. See Section 01320 (Progress Schedules and Reports) for schedule and report requirements. Section 01320 shall control in any conflict with Section 01330.
- B. Submit one reproducible, three print copies and an electronic version of the schedule at each of the following times:
 - 1. Initial Progress Schedule as set forth in Section 01320.
 - 2. Original Schedule as set forth in Section 01320.
 - 3. Adjustments to the Schedule as required.
 - 4. Schedule updates monthly, as required.
- C. Submit four copies of the reports listed in Section 01320 (Progress Schedules and Reports) with:
 - 1. Initial Schedule
 - 2. Original Schedule
 - 3. Each monthly Schedule update
- D. Progress Schedules and Reports shall be submitted on 3½-inch, high-density floppy disks or other electronic media, using software described in paragraph 1.4E of Section 01320, in addition to hard copies specified in this paragraph 1.5. Electronic files shall be complete copies, including all programs and electronic coding

1.6 PRODUCT DATA

- A. Within ten Days after Notice to Proceed with Construction, submit two copies of complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. 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.
- D. Supplemental Data:
 - 1. Submit number of copies that Design-Build Entity requires, plus two copies that will be retained by District.
 - 2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.
- E. Provide copies for Project Record Documents described in Section 01770 (Contract Closeout).

1.7 SHOP DRAWINGS

- A. Minimum Sheet Size: 8½ inches by 11 inches. All others: Multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.
- B. Original sheet or reproducible transparency will be marked with District's review comments and returned to Design-Build Entity.
- C. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.
- D. Include manufacturers' installation instructions when required by Specification Section.
- E. If Design-Build Entity submits Shop Drawings for items that Shop Drawings are not specified, District will not be obliged to review them.
- F. Design-Build Entity is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.
- G. Shop Drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sectional views as are necessary to clearly show construction detail and methods.

1.8 SAMPLES

- A. Submit full range of manufacturers' standard colors, textures, and patterns for District's selection.
- B. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.
- C. Include identification on each sample, giving full information.
- D. Sizes: Unless otherwise specified, provide the following:
 - 1. Paint Chips: Manufacturers' standard
 - 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
 - 3. Linear Products: Minimum 6 inches, maximum 12 inches long
 - 4. Bulk Products: Minimum 1 pint, maximum 1 gallon
- E. Full size samples may be used in Work upon approval by District.
- F. Field Samples and Mock-ups (if applicable):
 - 1. Erect field samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.
 - 2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by District.
 - 3. Approved field samples and mock-ups may be used in Work upon approval by District.
 - 4. Construct or prepare as many additional Samples as may be required, as directed by the District, until desired textures, finishes, and/or colors are obtained.
 - 5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.
- G. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.
- H. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.

1.9 NOT USED**1.10 QUALITY ASSURANCE CONTROL SUBMITTALS**

- A. Test Reports:
 - 1. Submit three copies; One copy will be marked with District's review comments and returned to Design-Build Entity.
 - 2. Indicate that material or product conforms to or exceeds specified requirements.
 - 3. 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. Submit five copies; One copy will be marked with District's review comments and returned to Design-Build Entity.
 - 2. Indicate that material or product conforms to or exceeds specified requirements.
 - 3. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 4. Certificates may be recent or from previous test results on material or product, but shall be acceptable to District.
- C. Manufacturers' Instructions:

1. Submit three copies; One copy will be marked with District's review comments and returned to Design-Build Entity.
 2. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
 3. 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 five copies 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.

1.11 INSTALLATION, OPERATIONS, AND MAINTENANCE MANUALS

- A. Sheet Size: 8½ x 11 inch
- B. Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
- C. Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.
- D. Multiple Items: Multiple items may be combined into one binder; tab each section with plastic-coated dividers.
- E. Page Protectors: Provide plastic sheet lifters prior to first page and following last page.
- F. Binder title: Include the following title on front and spine of binder:

SKYLINE COLLEGE BUILDINGS #6 & #7A PROJECT
INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, (YEAR)

- G. Contents:
1. Introductory Information:
 - a. Title page providing the same information as paragraph 1.11F above
 - b. Design-Build Entity's name, address, and telephone number
 - c. Table of Contents
 2. Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:
 - a. Equipment function, normal operating characteristics, limiting operations.
 - b. Assembly, disassembly, installation, alignment, adjustment, and checking instructions.
 - c. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
 - d. Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.
 - e. Guide to "troubleshooting."
 - f. Parts list and predicted life of parts subject to wear.
 - g. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.
 - h. Test data and performance curves.
 - i. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
 - j. Copies of parts lists or other documents packed with equipment when delivered.
 - k. Instrumentation or tag numbers relating the equipment back to the Contract Documents.
 3. Index
- H. Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by District, deliver one additional hard copy and one electronic media format copy of the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. District utilizes **Microsoft Access Program** for records-keeping and facilitating maintenance functions. Design-Build Entity shall complete the Equipment and Tasks lists in digital format for each piece of equipment supplied. Instructions are attached hereto in Appendix 1.

- I. Electronic Media Format: Compatible with Microsoft® Word 2000 for Windows, AutoCAD 2000 for Windows in drawing format (.DWG), or Adobe (.PDF) unless directed otherwise by District. All files shall be delivered on a unique CD-ROM.
- J. Draft Submittal: The Draft Submittal of Installation, Operation, and Maintenance Manuals shall be submitted to District prior to equipment startup.

1.12 COMPUTER PROGRAMS

- A. When any equipment requires operation by computer programs, submit copy of program on appropriate diskette, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows 2000 compatible. Provide required licenses to District at no additional cost.

1.13 PROJECT RECORD DOCUMENTS

- A. Submit one copy of each of the Project Record Documents listed in Section 01770 (Contract Closeout).

1.14 DELAY OF SUBMITTALS

- A. Delay of Submittals by Design-Build Entity is considered avoidable delay. Liquidated damages incurred because of late Submittals will be assessed to Design-Build Entity.

1.15 OPTIONAL REVIEW MEETING

- A. At the Design-Build Entity’s request, in order to facilitate the timeliness of the review process, the District may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:
 - 1. Request a meeting date with the District at least 10 Business Days in advance.
 - 2. Provide the complete package of Submittal information at least 5 Business Days in advance of the meeting.
 - 3. The meeting shall take place at District’s office. District will provide the authorized staff to review and respond on the Submittal information during the meeting.
 - 4. Make available for this meeting the job superintendent and/or foreman, Design-Build Entity’s safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

TRANSMITTAL SHEETS AND MAINTENANCE SHEET FOLLOW THIS PAGE

**EXHIBIT A
SUBMITTAL
TRANSMITTAL NO. _____**

Project Name:		SKYLINE COLLEGE BUILDINGS 6 & 7A		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:		1 st Submittal <input type="checkbox"/>	Resubmittal <input type="checkbox"/>
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 resubmittal number 7. Wrong Specification section number 8. Wrong form used 9. See comments 10. | <p>D – 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 _____

By _____ Date _____

Distribution: DBE File Field District Other

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

Project Name: SKYLINE COLLEGE BUILDINGS 6 & 7A		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:	1 st Submittal <input type="checkbox"/>	Resubmittal <input type="checkbox"/>	
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

- C – (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: DBE File Field District Other

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01375

WEB-BASED PROJECT MANAGEMENT SYSTEM**PART 1 GENERAL****1.01 SYSTEM REQUIREMENTS**

- A. The Design-Build Entity shall use the specified project management control system. The Design-Build Entity's requirements include:
1. Provide the hardware to operate the system in home and field offices.
 2. Pay the licensing fees.
 3. Provide personnel for training and operation of the system.
 4. Provide the telephone or other data line to connect the system to the Internet at the home and field offices. A Digital Subscriber Line (DSL) is the minimum recommended for optimum performance.
 5. Provide an Internet Service Provider at all locations.
 6. Use the system to generate and transmit the specified project management documents.
 7. Use the system to communicate with District, District's Representative and Consultants and Inspector of Record.
 8. Maintain the system until final completion.

1.02 SYSTEM DESCRIPTION

- A. The system is a technology based construction management project controls solution developed by Meridian Project Systems. The system is designed to address the record keeping and communication requirements of the construction project. The Design-Build Entity is encouraged to include the requirements of this specification in contracts with subcontractors to facilitate the flow of documentation.
1. Document Control
 - a. Meeting Minutes: This feature will be utilized by the Project Manager with copies to be distributed to all attendees.
 - b. Requests for Information: Submit all RFI's utilizing the system.
 - c. Submittal Register: Track and process all items being submitted by each subcontractor for approval.

1.03 OWNERSHIP OF DATABASE

- A. Project Manager retains control and ownership of the database during the duration and upon completion of the project will turn it over to the Owner.

1.04 TRAINING

- A. Design-Build Entity to include as part of the contract amount, sufficient costs to provide training for his staff. It is assumed, that as a minimum, two staff members will have taken the 3-day course offered by Meridian Project Systems.

1.05 COSTS

- A. The system is a web-based application with costs specific to the user and number of users. The Design-Build Entity will include the appropriate number of licenses for his forces, as well as that of key subcontractors to ensure the required flow of information to facilitate communication in support of execution of the work. The Design-Build Entity and/or subcontractor will also include the cost of training in the bid.

- B. Swinerton Management and Consulting is the master licensee and is the Master Administrator and will program individual user rights for the Design-Build Entity, subcontractors and any other users.

- C. License costs:
 - Project Management Membership \$127.50/user/month
 - Collaboration Membership (read only) \$42.50/user/month

- D. Training:
 - Group Training \$5,000/day

- E. Invoicing
Meridian Project Systems will invoice directly to the Design-Build Entity or subcontractor. It is the sole responsibility of the Design-Build Entity and subcontractor to pay the invoice in a timely manner.

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01395

PROJECT LABOR AGREEMENT

1.01 GENERAL

- A. The San Mateo County Community College District Board of Trustees has approved a Project Stabilization Agreement for this project. The Design-Build Entity and all subcontract forces are to comply with the requirements set forth in the executed Project Stabilization Agreement. It is the responsibility of the Design-Build Entity 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 Design-Build Entity's Bid price. Copies of the Project Stabilization Agreement are available from the District's Program Manager, Swinerton Management and Consulting at (650) 378-7334 or on the District's website at www.smccd.net.

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01410

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: regulatory requirements applicable to Contract Documents.
- B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Proposals, except as may be otherwise specifically stated in the Contract Documents.
- C. No change order shall be considered for any change in any applicable federal, state or local code or regulation if similar language existed in an alternate applicable regulation in force at the time of opening of Proposals.
- D. The Design-Build Entity shall not allow design or construction of any conditions wherein the finished Work will not comply with current codes. No change order shall be considered by District for the correction of any Work not complying with code.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

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

1.3 CODES

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

1.4 LAWS, ORDINANCES, RULES, AND REGULATIONS

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

- b. 29 CFR, Section 1910.1001, Asbestos
 - c. 40 CFR, Subpart M, National Emission Standards for Asbestos
 - d. Executive Order 11246
 - e. Federal Endangered Species Act
 - f. Clean Water Act
2. State of California
- a. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
 - b. California Public Contract Code
 - c. California Health and Safety Code
 - d. California Government Code
 - e. California Labor Code
 - f. California Civil Code
 - g. California Code of Civil Procedure
 - h. CPUC General Order 95, Rules for Overhead Electric Line Construction
 - i. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
 - j. Cal/OSHA
 - k. OSHA: Hazard Communications Standards
 - l. California Endangered Species Act
 - m. Water Code
 - n. Fish and Game Code
3. State of California Agencies
- a. State and Consumer Services Agency
 - b. Office of the State Fire Marshall
 - c. Office of Statewide Health Planning and Development
 - d. Department of Fish and Game
 - e. Bay Area Air Quality Management District
 - f. San Francisco Bay Regional Water Quality Control Board
 - g. Division of the State Architect
4. Local Agencies:
- a. San Mateo Fire District (College of San Mateo); Woodside (Cañada College); San Bruno (Skyline College)
5. Other Requirements:
- a. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
 - b. References on Drawings or in Specifications to “code” or “building code” not otherwise identified shall mean the codes specified in this Section 01410, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.
- B. Have access to all of the foregoing within 24 hours.
- C. Other Applicable Laws, Ordinances and Regulations:
- 1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project.
 - 2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
 - 3. Where such laws, ordinances rules, and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to the time of opening of the Proposals.
- D. Under California Government Code Section 930.2 et. seq. and Public Contract Code Section 7105(d)(2), neither the Contract Claims Procedure (Document 00700, Article 12) nor the Change Order Procedure (Section 01250) may be modified, waived, or otherwise not complied with, absent a written change order that explicitly and expressly makes such modifications.

1.5 CONFLICTS

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

1.6 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

- A. The California Public Contract Code specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.
1. For the purposes of this section, "Claim" means a separate demand by Design-Build Entity of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Design-Build Entity arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by District. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00700 (General Conditions) and be submitted in compliance with all requirements of Document 00700 (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 Document 00700 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00700 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00700 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.
 2. For Claims of fifty thousand dollars (\$50,000) or less
 - a. District shall respond in writing within 45 days of receipt of the Claim, or
 - b. District may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims District may have against Claimant.
 - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of District and Claimant.
 - 2) District's written response to the Claim, as further documented, shall be submitted to Claimant within 15 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 3. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000:
 - a. District shall respond in writing within 60 days of receipt of the Claim, or
 - b. District may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims District may have against Claimant.
 - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of District and Claimant;
 - 2) District's written response to the Claim, as further documented, shall be submitted to Claimant within 30 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 4. Meet and Confer:
 - a. If Claimant disputes District's written response, or District fails to respond within the time prescribed above, Claimant shall notify District, in writing, either within 15 days of receipt of District's response or within 15 days of District's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand District will schedule a meet and confer conference within 30 days for settlement of the dispute.
 - b. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim

must be filed shall be tolled from the time Claimant submits its written claim as set forth in paragraph 12.2.B of Document 00700 (General Conditions), until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

1.7 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01411

REGULATORY REQUIREMENTS - HAZARDOUS MATERIALS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Regulatory requirements applicable to Work in connection with hazardous waste abatement and disposal including, but not limited to, asbestos and asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum-contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.
- B. This Section supplements Section 01410 (Regulatory Requirements) and the Work-specific listings of applicable regulatory requirements elsewhere in the Specifications.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in Contract Documents. Codes, laws, ordinances, rules and regulations are not furnished to Design-Build Entity, because Design-Build Entity is assumed to be familiar with their requirements. The listing herein of applicable codes, laws, and regulations for hazardous waste abatement work is supplied to Design-Build Entity as a courtesy and shall not limit Design-Build Entity’s responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Specifications exists, the most stringent requirements shall be used.
- B. Conform to all applicable codes, laws, ordinances, rules and regulations that are in effect on date of contracting.

1.3 LAWS, ORDINANCES, RULES, AND REGULATIONS

- A. During prosecution of Work under Contract Documents, Design-Build Entity shall comply with applicable laws, ordinances, rules and regulations including, but not limited to, those listed below.
- B. Federal:
 - 1. Statutory Requirements:
 - a. Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 *et seq.*
 - b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U. S.C. Sections 9601 *et seq.*
 - c. Toxic Substances Control Act of 1976, 15 U.S.C., Sections 2601 *et seq.*
 - d. Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sections 1801 *et seq.*
 - e. Clean Water Act, 33 U.S.C. Sections 1251 *et seq.*
 - f. Safe Drinking Water Act, 42 U.S.C., Sections 3001 *et seq.*
 - g. Clean Air Act, Section 112, 42 U.S.C., Section 7412
 - h. Occupational Safety and Health Act of 1970, 29 U.S.C., Sections 651 *et seq.*
 - i. Underground Storage Tank Law, 42 U.S.C., Sections 6991 *et seq.*
 - j. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C., Sections 11011 *et seq.*
 - 2. Environmental Protection Agency (EPA):
 - a. 40 C.F.R. Parts 260, 264, 265, 268, 270
 - b. 40 C.F.R. Parts 258 *et seq.*
 - c. 40 C.F.R. Part 761
 - d. 40 C.F.R. Parts 122-124
 - 3. Occupational Safety and Health Administration (OSHA):
 - a. OSHA Worker Protection Standards, Title 29 C.F.R. Part 1926.58, Construction Standards and 29 C.F.R. 1910.1001 General Industry Standard
 - b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos

- c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
- d. National Emission Standard for Hazardous Air Pollutants, Title 40 C.F.R. Part 61
- e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763
- 4. Department of Transportation:
 - a. Title 49 C.F.R. 173.1090
 - b. Title 49 C.F.R. 172
 - c. Title 49 C.F.R. 173
 - d. DOT, HM 181 and MH126f
- C. State of California Requirements:
 - 1. Statutory Law:
 - a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code, Sections 25300 *et seq.*
 - b. Health and Safety Code, Section 25359.4
 - c. Hazardous Waste Control Law, Health & Safety Code, Sections 25100 *et seq.*
 - d. Porter-Cologne Water Quality Control Act, Water Code, Sections 13000 *et seq.*
 - e. Health and Safety Code, Sections 25915-25924
 - f. California Labor Code Chapter 6, including, without limitation, Sections 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080
 - g. Business and Professions Code, including without limitation, Sections 7058.5, 7065.01, 7118.5
 - h. Underground Storage of Hazardous Substance Act, Health and Safety Code, Sections 25280 *et seq.*
 - i. Petroleum Underground Storage Tank Cleanup, Health and Safety Code, Sections 25299.10 *et seq.*
 - j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code, Sections 25249.5 *et seq.* (Proposition 65)
 - k. Above Ground Petroleum Storage Act, Health and Safety Code, Sections 25270 *et seq.*
 - l. Hazardous Materials Release Response Plans and Inventory, Health and Safety Code, Chapter 6.95
 - 2. Administrative Code and Regulations:
 - a. Title 22 CCR Division 4.5, Environmental Health Standards for the Management of Hazardous Waste, Sections 6600 *et seq.*
 - b. Cal/OSHA Worker Protection Standards, Title 8 CCR, Sections 1529, 5208
 - c. Title 8 CCR, Section 1532.1, Lead in Construction
 - d. Title 23 CCR, Sections 2610 *et seq.*
 - 3. Local Agency Requirements:
 - a. Bay Area Air Quality Management District, Fugitive Dust Rules
 - b. Bay Area Air Quality Management District Regulation 11-2-303
 - c. State Water Resource Control Board, General Construction Activity Stormwater Permit Requirements (Order 92-OS DWQ)
 - 4. Local Agency Requirements:
 - a. Woodside Fire Dept, Cañada College
 - b. San Mateo Fire Department, College of San Mateo
 - c. San Bruno Fire Dept. Skyline College

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01420

REFERENCES AND DEFINITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
- B. Full titles are given in this Section for standards cited in other Sections of Specifications.
- C. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard, shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
- D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Design-Build Entity because manufacturers and trades involved are assumed to be familiar with their requirements.

1.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Proposals, except as may be otherwise specifically stated in the Contract Documents.
- B. If during the performance of the Work, Design-Build Entity discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Design-Build Entity shall report it in writing at once to Inspector, with copies to District’s Representative and Architect/Engineer, and Design-Build Entity shall not proceed with the Work affected thereby until consent to do so is given by District.
- C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - 1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - 2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
- D. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of District, District’s Representative or Design-Build Entity, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to District, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
- E. Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in Specifications.
 - 1. Comply with referenced standards and specifications; latest revision in effect at the time of opening of Proposals, unless otherwise identified by date.
 - a. Exception: Comply with issues in effect as listed in governing legal requirements.
- F. Referenced Grades, Classes, and Types: Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.
- G. Jobsite Copies:

1. Obtain and maintain at the Site copies of reference standards identified on Drawings and in Specifications in order to properly execute the Work.
 2. At a minimum, the following shall be readily available at the Site:
 - a. Safety Codes: State of California, Division of Industrial Safety regulations.
- H. Edition Date of References:
1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Proposals.
 2. All amendments, changes, errata and supplements as of the effective date shall be included.
- I. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Design-Build Entity is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.3 ABBREVIATIONS

- A. Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAP	Affirmative Action Program
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ABPA	American Board Products Association
ACI	American Concrete Institute
AED	Association of Equipment Distributors
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute (formerly American Standards Association)
APA	American Plywood Association
ARI	Air-Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWCI	Association of the Wall and Ceiling Industries
AWPA	American Wood- Preservers Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BIL	Basic Insulation Level
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	State of California, Department of Transportation
CBC	California Building Code
CCD	Construction Change Directive
CCR	California Code of Regulations
CEC	California Electric Code
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CLMFI	Chain Link Fence Manufacturers Institute
CMC	California Mechanical Code
CO	Change Order

CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CSA	Canadian Standards Association
CTI	Ceramic Tile Institute
DBE	Design-Build Entity
DHI	Door and Hardware Institute
DSA	Division of State Architect (formerly known as the Office of the State Architect)
EPA	Environmental Protection Agency
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specifications
GA	Gypsum Association
HPMA	Hardwood Plywood Manufacturers Association
HVAC	Heating, Ventilating and Air Conditioning
I.D.	Identification
IACS	International Annealed Copper Standards
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IES	Illuminating Engineering Society
ISA	Instrumentation Society of America
JATC	Joint Apprenticeship Training Committee
JV	Joint Venture
LBE	Local Business Enterprise
M.I.	Middle Initial
M/WBE	Minority and/or Woman-Owned Business Enterprise
MBE	Minority Business Enterprise
MIA	Masonry Institute of America
MIA	Marble Institute of America
MLSFA	Metal Lath/Steel Framing Association
MS	Military Specifications
MSDS	Material Safety Data Sheet
MSS	Manufacturers Standardization Society of the Valve & Fitting Industry
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electric Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Science and Technology (formerly the National Bureau of Standards)
NOFMA	National Oak Flooring Manufacturers Association
NSF	National Sanitation Foundation
NTMA	National Terrazzo & Mosaic Association
NWWDA	National Wood Windows and Doors Association
OSHA	Occupational Safety and Health Administration
OSHPD	Office of Statewide Health Planning and Department
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute

PDI	Plumbing and Drainage Institute
PG&E	Pacific Gas and Electric Company
PM	Preventive Maintenance
PR	Proposal Request
PS	Product Standard, U. S. Department of Commerce
RFI	Request for Information
RFP	Request for Proposals
RFS	Request for Substitution
RIS	Redwood Inspection Service
SDI	Steel Deck Institute
SFM	State of California, Office of State Fire Marshal
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joint Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SSPC	Steel Structures Painting Council
SWI	Steel Window Institute
TCA	Tile Council of America
TIE	Time Impact Evaluation
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USA	Underground Service Alert
USC	United States Code
WCLIB	West Coast Lumber Inspection Bureau
WHI	Warnock Hersey International a testing lab
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association

B. Abbreviations in Specifications:

AWG	American Wire Gauge
accord	Accordance
Co.	Company
Corp.	Corporation
cm.	centimeter (centimeters)
cu.	Cubic
Div.	Division
dia.	diameter
ft.	foot (feet)
g./gr.	gram (grams)
gal.	gallon (gallons)
gpd	gallons per day
gpm	gallons per minute
hr.	hour
kg.	kilogram (kilograms)
in.	inch (inches)
Inc.	Incorporated
km.	kilometer (kilometers)
Kw	Kilowatt
l.	liter (liters)
lbs.	pounds
m	meter (meters)
Mfg.	manufacturing

Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
No.	number
o.c.	on centers
O.D.	outside diameter
psi	pounds per square inch
psf	pounds per square foot
sq.	square
T & G	tongue and groove
U.S.	United States
yd.	yard (yards)

C. Abbreviations on Drawings:

Additional abbreviations, used only on drawings, are indicated thereon.

1.4 SYMBOLS

A. Symbols in Specifications:

:	“shall be” or “shall” - where used within sentences or paragraphs
#1	Number
1#	Pound
&	And
%	Percent
C	Centigrade
F	Fahrenheit
°	Degree
/	per, except where used to combine words; example: power/fuel, and in that case it means and
“	inch (inches)
‘	foot (feet)
@	At

B. Symbols on Drawings:

Symbols, used only on Drawings, are indicated thereon.

1.5 DEFINITIONS

A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural. While District has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Addenda: Written or graphic instruments issued prior to the opening of Proposals, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Proposal Conference and/or Site Visit.
2. Agreement (Document 00520): Agreement is the basic contract document that binds the parties to design & construction Work. Agreement defines relationships and obligations between District and Design-Build Entity and by reference incorporates Conditions of Contract and contains Addenda and all Modifications subsequent to execution of Contract Documents.
3. Alternate: Work added to or deducted from the Base Proposal, if accepted by District.
4. Application for Payment: Written application for monthly or periodic progress or final payment made by Design-Build Entity complying with the Contract Documents.

5. Approved Equal: Approved in writing by District as being of equivalent quality, utility and appearance.
6. Architect/Engineer: If used elsewhere in the Contract Documents, "Architect/Engineer" shall mean a person holding a valid California State Architect's or Engineer's license representing the Design-Build Entity in the preparation of the Construction Documents. A Consultant Architect/Engineer may also be referred to in the Contract Documents. The Consulting Architect/Engineer may be an employee of or an independent consultant to District. When a Consultant Architect/Engineer is referred to within the Contract Documents and no Consultant Architect/Engineer has in fact been designated, then the matter shall be referred to District. The term Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Consultant Architect/Engineer is an employee of District, his or her authorized representatives on the Project will be included under the term Consultant Architect/Engineer. If Consultant Architect/Engineer is an employee of District, then Consultant Architect/Engineer is the beneficiary of all Design-Build Entity obligations to District, including without limitation, all releases and indemnities. Refer to Section 341, Part 1, Title 24, California Code of Regulations.
7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed. Also referred to in the Contract Documents as the Proposal. The terms Bid and Proposal in the Contract Documents both refer to the Proposal.
9. Bidder: One who submits a Bid.
10. Bidding Documents: All documents comprising the Project Manual (including all documents and specification sections listed on Document 00010 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
11. Board: The Board of Trustees of the District.
12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by District. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday. Refer to the District's web site for a list of District observed holidays.
13. By District: Work that will be performed by District or its agents at the District's expense.
14. By Others: Work that is outside scope of Work to be performed by Design-Build Entity under this Contract, which will be performed by District, other contractors, or other means.
15. Change Order: A written instrument prepared by District and signed by District and Design-Build Entity, stating their agreement upon all of the following:
 - a. a change in the Work;
 - b. the amount of the adjustment in the Contract Sum, if any; and
 - c. the amount of the adjustment in the Contract Time, if any.
16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
17. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
18. Construction Change Directive: A written order prepared and signed by District, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
19. Consultant: See Document 00805 (Supplemental General Conditions – Hazardous Materials) (if included). May also refer to the District's Consultant Architect/Engineer.
20. Consulting Engineer: See Document 00520 (Agreement) (if this term is used).
21. Construction Manager: See Document 00520 (Agreement) (if this term is used).
22. Contract Conditions: Consists of two parts: General Conditions and Supplemental Conditions.
 - a. General Conditions are general clauses that are common to the District Contracts, including Document 00700.

- b. Supplemental conditions modify or supplement General Conditions to meet specific requirements for this Contract, including Document 00800 and Document 00805 (if included).
23. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00520 (Agreement), plus all changes, addenda, and modifications thereto.
24. Contract Modification: Either:
 - a. a written amendment to Contract signed by Design-Build Entity and District; or
 - b. a Change Order; or
 - c. a Construction Change Directive; or
 - d. a written directive for a minor change in the Work issued by District.
25. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by District to Design-Build Entity for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
26. Contract Time: The number or numbers of Days or the dates stated in the Agreement
 - a. to achieve Substantial Completion of the Work or designated milestones; and/or
 - b. to complete the Work so that it is ready for final payment and is accepted.
27. Design-Build Entity: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Design-Build Entity" means the Design-Build Entity or its authorized representative.
28. Design-Build Entity's Employees: Persons engaged in execution of Work under Contract as direct employees of Design-Build Entity, as Subcontractors, or as employees of Subcontractors.
29. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
30. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by District). District is the judge of whether Work is defective.
31. District: The San Mateo County Community College District.
32. District-Furnished, DBE-Installed: Items furnished by District at its cost for installation by Design-Build Entity at its cost under Contract Documents.
33. District's Representative(s): See Document 00520 (Agreement).
34. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
35. Equal: Equal in opinion of District. Burden of proof of equality is responsibility of Design-Build Entity.
36. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
37. Final Acceptance or Final Completion: District's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - a. All systems having been tested and accepted as having met requirements of Contract Documents.
 - b. All required instructions and training sessions having been given by Design-Build Entity.
 - c. All Project Record Documents having been submitted by Design-Build Entity, reviewed by District and accepted by District.
 - d. All punch list work, as directed by District, having been completed by Design-Build Entity.
 - e. Generally all Work, except Design-Build Entity maintenance after Final Acceptance, having been completed to satisfaction of District.

38. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
39. Furnish: Supply only, do not install.
40. Indicated: Shown or noted on the Drawings.
41. Inspector: The person engaged by District to inspect the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes. The Inspector is subject to approval by the District and, as appropriate, Division of the State Architect, and he will report to District. Refer to section 4-333 and section 4-342, Part 1, Title 24, California Code of Regulations.
42. Install: Install or apply only, do not furnish.
43. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.
44. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions
45. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
46. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
47. Modification: Same as Contract Modification.
48. Not in Contract: Work that is outside the scope of Work to be performed by Design-Build Entity under Contract Documents.
49. Notice of Completion: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.
50. Off Site: Outside geographical location of the Project.
51. Partial Utilization: Use by District of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
52. PCBs: Polychlorinated byphenyls.
53. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00520 (Agreement) or Document 01100 (Summary).
54. Product Data: That information (including brochures, catalogue cuts, MSDS, etc.) supplied by the vendor describing the technical and commercial characteristics of the supplier equipment or materials, and accompanying commercial terms such as warranties, instructions and manuals.
55. Progress Report: A periodic report submitted by Design-Build Entity to District with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See Section 01320 (Progress Schedules and Reports) and Document 00700 (General Conditions).
56. Project: Total construction of which Work performed under Contract Documents may be whole or part.
57. Project Float: As defined in Section 01320, paragraph 1.2.B.3.
58. Project Manual: Project Manual consists of Proposal Requirements, Agreement, Bonds, Certificates, Contract Conditions, and Bridging Documents.
59. Project Record Documents: All Project deliverables required under Sections 01700 et seq., including without limitation, as-built drawings, operations and maintenance manuals Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.
60. Proposal: The offer of the Design-Build Entity submitted on the prescribed form(s) setting forth the prices for the Work to be performed
61. Provide: Furnish and install.
62. Request for Information (“RFI”): A document prepared by Design-Build Entity requesting information regarding the Project or Contract Documents as provided in Document 01250 (Modification Procedures).

The RFI system is also a means for District to submit Contract Document clarifications or supplements to Design-Build Entity.

63. Request for Proposals (“RFP”): A document issued by District to Design-Build Entity whereby District may initiate changes in the Work or Contract Time as provided in Contract Documents. See Document 01250 (Modification Procedures).
64. Request for Substitution (“RFS”): A document prepared by Design-Build Entity requesting substitution of materials as permitted and to the extent permitted in Contract Documents. See Section 01600 (Product Requirements).
65. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by District that clarifies or supplements Contract Documents, and with which Design-Build Entity shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by District. RFI-Replies will be issued through the RFI administrative system.
66. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
67. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Design-Build Entity and submitted by Design-Build Entity to illustrate some portion of the Work.
68. Shown: As indicated on Drawings.
69. Site: The particular geographical location of Work performed pursuant to Contract Documents.
70. Specifications: The written portion of the Bridging Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services; and are contained in Divisions 1 through 16.
71. Specified: As written in Specifications.
72. Subcontractor: A person or entity that has a direct contract with Design-Build Entity to perform a portion of the Work at the Site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.
73. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of District as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of District for final payment. The terms “Substantially Complete” and “Substantially Completed” as applied to all or part of the Work refer to Substantial Completion thereof.
74. Supplemental Instruction: A written directive from District to Design-Build Entity ordering alterations or modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications. See Document 01250 (Modification Procedures).
75. Technical Specifications: Specification Divisions 2 through 16 of the Contract Documents.
76. Title 24: Title 24, California Code of Regulations.
77. Testing and Special Inspection Agency: An independent entity engaged by District to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
78. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
79. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00520 (Agreement) or Section 01100 (Summary).

- 80. Verified Report: A periodic report submitted to District. Refer to Sections 4-336, 4-337 and 4-343, Part 1, Title 24, California Code of Regulations.
- 81. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Bridging Documents. Work may also include the design requirements set forth in the Contract Documents. Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.
- B. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of District is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of District. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by District.
- C. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01455

TESTING AND INSPECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 DESIGN-BUILD ENTITY’S QUALITY CONTROL

- A. Design-Build Entity’s Quality Control: Ensure that products, services, workmanship and Site conditions comply with requirements of Drawings and Specifications by coordinating, supervising, testing, and inspecting the Work and by utilizing only suitably qualified and appropriately audited, licensed or trained, personnel.
- B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of Drawings and Specifications, including, by reference, all codes, laws, rules, regulations, and standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.
- C. Quality Control Personnel: Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

1.3 QUALITY OF THE WORK

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

- 4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by District.
- 5. Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.
- G. Observations by District’s Consultants: Periodic and occasional observations of Work in progress will be made by District and District’s consultants as deemed necessary to review progress of Work and general conformance with design intent.
- H. Limitations on Inspection, Testing and Observation: Neither employment of independent testing and inspection agency nor observations or tests by District and District’s consultants shall in any manner relieve Design-Build Entity of obligation to perform Work in full conformance to all requirements of Contract Documents.
- I. District’s Acceptance and Rejection of Work: District reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications, or otherwise defective.
- J. Correction of Defective Work: Defective Work shall be modified, replaced, repaired or redone by the Design-Build Entity at no change in Contract Sum or Contract Time.
- K. Acceptance of Defective Work: Acceptance of defective Work, without specific written acknowledgement and approval of District, shall not relieve the Design-Build Entity of the obligation to correct such Work.
- L. 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. 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 00700 (General Conditions).
- M. 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.
- N. Responsibility for Defective Work: Design-Build Entity shall have full responsibility for all consequences resulting from defective work, including without limitation all delays, disruptions, extra inspection and correction costs by Design-Build Entity and District and re-Work, and extra time and costs of all types. Design-Build Entity waives excuses for defective work relating to District’s prior review of Submittals and/or prior failure to notice defective work in place on inspection.

1.4 INSPECTIONS BY DIVISION OF THE STATE ARCHITECT INSPECTOR OF RECORD

- A. The District will select and pay for a Division of the State Architect (DSA) certified inspector(s) for this project. The Design-Build Entity will coordinate their work with required inspections.
- B. Regulatory Requirements for Testing and Inspection: Design-Build Entity shall comply with Part 1, Title 24, Section 4-335, California Code of Regulations and shall cooperate with the Inspector and the District in all testing required by the Office of Regulation Services, Division of State Architect. Design-Build Entity shall comply with Part 2, Title 24, California Code of Regulations and shall cooperate with Inspector in all inspections, testing and approvals required by the Office of Regulation Services, Division of State Architect. Design-Build Entity shall also comply with Uniform Building Code (UBC) requirements and all other requirements of governing authorities having jurisdiction.

1.5 INSPECTIONS AND TESTS BY SERVING UTILITIES

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

1.6 INSPECTIONS AND TESTS BY MANUFACTURER’S REPRESENTATIVES

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

1.7 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

- A. District will select an independent testing and inspection agency or agencies approved by the Division of State Architect to conduct tests and inspections in accordance with Part 1, Title 24, Section 4-335, California Code of Regulations and as indicated on Drawings, in Specifications and as required by governing authorities having jurisdiction.

- B. Responsibility for time and costs shall be as indicated in schedule below. All time and costs for Design-Build Entity’s service related to such tests and inspections shall be included in Contract Time and Contract Sum.
- C. Notify District and Inspector in writing (and, if provided, on inspection request form provided by District) and, if directed by District, testing and inspection agency, when Work is ready for specified tests and inspections. Deliver this written notification at least 48 hours before the requested inspection date.
- D. The Design-Build Entity will reimburse the District for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:
 - 1. Design-Build Entity’s failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
 - 2. Changes in sources, lots, or suppliers of products after original tests or inspections.
 - 3. Changes in means, methods, techniques, sequences, and procedures of construction that necessitate additional testing, inspection, and related services.
 - 4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.
 - 5. Design-Build Entity submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.
- E. Tests and special inspections to be paid by District may, where required, include the following:

<u>SECTION</u>	<u>MATERIAL TESTS</u>
TBD	Reinforcing steel for concrete and concrete masonry
TBD	Concrete slump and strength
TBD	Masonry block strength, shrinkage and moisture content
TBD	Masonry grout strength
TBD	High strength grout strength
TBD	Masonry mortar strength
TBD	Structural steel bolting and welding
TBD	Pile concrete and reinforcing
TBD	Trench backfill
TBD	Building pad sub-grade and imported fill
TBD	Load test pile dowels

<u>SECTION</u>	<u>SPECIAL INSPECTION</u>
TBD	Placement of reinforcing steel for concrete and concrete masonry
TBD	Placement of cast-in-place concrete
TBD	Placement of concrete block and grout
TBD	Structural steel fabrication, erection, bolting and welding
TBD	Installation of roof membrane
TBD	Installation of anchor bolts, dowels embedded in concrete and masonry
TBD	Installation of adhesive (epoxy) connections
TBD	Placement of pile concrete and reinforcement
TBD	Pile driving
TBD	Site grading, road and parking phase
TBD	Trench backfill]

<u>SECTION</u>	<u>ENVIRONMENTAL TESTS</u>
TBD	Construction noise monitoring
TBD	Storm water runoff sampling

- F. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted to Division of State Architect, District’s Representative, the Design-Build Entity and/or any other consultant District designates and any agency having jurisdiction (if required by Code).
 - 1. Reports shall clearly identify the following:
 - a. Date issued.
 - b. Project name and number.

- c. Identification of product and Specifications Section in which Work is specified.
 - d. Name of inspector.
 - e. Date and time of sampling or inspection.
 - f. Location in Project where sampling or inspection was conducted.
 - g. Type of inspection or test.
 - h. Date of test.
 - i. Results of tests.
 - j. Comments concerning conformance with Contract Documents and other requirements.
- 2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
 - 3. Samples taken but not tested shall be reported.
 - 4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
 - 5. When requested, testing and inspection agency shall provide interpretations of test results.
- G. Design-Build Entity Responsibilities in Inspections and Tests:
- 1. Unless specified otherwise, notify Inspector, District's Representative, or any other consultant District designates and independent testing and inspection agencies 48 hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Design-Build Entity's inspection request in writing (or, if District provides a specific form, on that form).
 - a. When tests or inspections cannot be performed after such notice, reimburse District for testing and inspection agency personnel and travel expenses incurred due to Design-Build Entity's negligence.
 - 2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
 - 3. Cooperate with Inspector, District's Representative, or any other consultant District designates, and District's consultants. Provide access to Work areas and off-Site fabrication and assembly locations, including during weekends and after normal Work hours.
 - 4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Site or at source of products to be tested, and to store and cure test samples.
 - 5. Provide, at least 15 Days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their projected scheduled dates.

1.8 ADDITIONAL TESTING AND INSPECTION

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

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

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

1.2 TEMPORARY ELECTRICITY

Design-Build Entity shall provide and maintain electrical power at the Site for construction purposes and for Design-Build Entity’s and trailers and any other site offices or trailers required by the District in the Contract Documents to be provided by Design-Build Entity. Power may be obtained from District, but Design-Build Entity must provide all necessary wiring and appurtenances for connection to District’s system.

1.3 TEMPORARY COMMUNICATIONS

Provide, maintain, and pay for all applicable communications and data services (including without limitation telephone, facsimile, e-mail and internet) to field office commencing at time of Project mobilization, including all installation and connection charges. In addition, the Design-Build Entity shall provide, maintain and pay for a high speed internet service (such as DSL) at the Site.

1.4 TEMPORARY WATER

- A. Provide and maintain- suitable quality water service required for construction operations.
- B. All water required for and in connection with the Work, including without limitation for dust control, shall be furnished by and at the expense of Design-Build Entity. Design-Build Entity shall be allowed to utilize water from the District for domestic uses. Water shall not be provided for dust control or street cleaning.. However, District does not guarantee availability of this water. There will be no charge to Design-Build Entity for water used. Design-Build Entity shall furnish necessary pipe, hose, nozzles and tools and perform all necessary labor. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose.

1.5 FENCES

- A. All existing fences affected by the Work shall be maintained by Design-Build Entity until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until District gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
- B. On completion of the Work across any tract of land, Design-Build Entity shall restore all fences to their original or to a better condition and to their original locations.

1.6 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. Design-Build Entity shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.
- B. Design-Build Entity shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Design-Build Entity or Subcontractors. Design-Build Entity shall make satisfactory and acceptable arrangements with the District, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.
- C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1.7 TEMPORARY SANITARY FACILITIES

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

1.8 TEMPORARY BARRIERS AND ENCLOSURES

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

1.9 WATER CONTROL

- A. Grade Site to drain.
- B. Maintain excavations free of water.
- C. Protect Site from puddling or running water.
- D. Provide water barriers as required to protect Site from soil erosion.
- E. Provide for drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.
- F. Clean, enlarge and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Design-Build Entity's operations. Provide sediment tanks and other features to avoid increased runoff, to protect District's facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.

1.10 POLLUTION CONTROL

- A. Design-Build Entity shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible Best Management Practices (BMPs) shall be taken to prevent such materials from entering any drain to watercourse. Rate of discharge for storm water may not be increased by the Project during or following construction.
- B. The Design-Build Entity shall implement BMPs during construction activities as specified in the California Storm Water Best Management Practices Handbook (Stormwater Quality Task Force, 1993) and/or the Manual of Standards for Erosion and Sediment Control Measures (ABAG, 1995). Erosion and sedimentation control

practices shall include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geofabrics, drainage swales, and sand bag dikes.

- C. In the event that dewatering of excavations is required, Design-Build Entity shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local jurisdiction. Design-Build Entity shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

1.11 CONSTRUCTION AIDS

- A. Design-Build Entity shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. 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.

1.12 EROSION CONTROL

- A. Design-Build Entity shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection.
- B. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

1.13 NOISE CONTROL

- A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.
- B. Design-Build Entity shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Design-Build Entity shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.
- C. Ensure and provide certification to District that all construction equipment and vehicles used for the Work are:
1. Maintained in good mechanical condition
 2. Equipped with properly installed engine mufflers

1.14 TRAFFIC CONTROL

All traffic associated with the construction, including without limitation delivery and mail trucks, shall enter the Design-Build Entity's access gate and shall use the route indicated in 01100 - Summary of Work. Sign types and locations shall be reviewed by the District's Representative. Design-Build Entity shall provide signs directing construction and delivery traffic to this gate. Construction truck traffic shall be limited to off-peak traffic hours, between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday, unless other arrangements are made at least 24 hours in advance with District's Representative.

1.15 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01540

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

- A. See Section 01330 (Submittal Procedures).
- B. Site Security
- C. Safety Program.
- D. Fire Protection Plan

1.2 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 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.

1.3 CONTROL OF SITE

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

1.4 SITE SECURITY

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

1.5 SAFETY PROGRAM

- A. Within 15 days after Notice to Proceed, submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial

- Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.
- B. Receipt and/or review of the Safety Program by District, Engineer or District's representative shall not relieve Design-Build Entity of any responsibility for complying with all applicable safety regulations.
 - C. It is essential that Design-Build Entity and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Design-Build Entity's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with Design-Build Entity and each individual Subcontractor.
 - D. Safety Program components:
 - 1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
 - 2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.
 - 3. Confined Space Program: The Site contains permit- and non-permit-confined spaces. District will provide Design-Build Entity with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.
 - E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.
 - F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Supply PPE to all personnel under Design-Build Entity's direction.

1.6 SAFETY REQUIREMENTS

- A. Standards: Maintain the Project in accordance with state and local safety and insurance standards.
- B. Hazards Control:
 - 1. Store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation of wastes that create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish or waste material on the Site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.
- D. Provide accident information on the forms provided by Design-Build Entity. This information shall be provided on the same day as the occurrence of said incident.

1.7 SITE SAFETY OFFICER

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

1.8 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 public and third-party property. All contractors shall undertake loss control prevention practices according to those requirements set by federal, state and city laws, statutes and specific project procedures developed for this project.
- B. Should the District opt to proceed with an Owner Controlled Insurance Program, in the event of an accident it will be the responsibility of all contractors of every tier to see that injured workers or members of the public are given immediate medical treatment and that all appropriate medical and claim forms are filed with the appropriate State Authorities and in accordance with the claim procedures developed for this project by SEWUP.
- C. Should the District opt to proceed with an Owner Controlled Insurance Program, failure of a Contractor or Subcontractor to submit Safety documents to the OCIP Administrator will result in the Assessment of liquidated damages against the Contractor in the amount of \$200 for each Document.
- D. Regardless of the insurance program chosen by the District, Contractors and subcontractors participating in the project will be expected to comply with the following safety and loss control requirements:
1. All contractors shall identify their contact person(s) to the General or Prime Contractor.
 2. District procedures regarding dealing with the media.
 3. Hard hats will be mandatory as per CAL OSHA Construction Safety orders.
 4. All construction employees will be required to be attired in workpants, shirt and appropriate boots or closed toe shoes.
 5. No alcohol will be allowed on SEWUP construction sites at any time.
 6. Smoking is prohibited on SMCCCD Project site.
 7. Controlling access to the construction site will be a very high priority, and contractors will be required to take whatever preventative measure, such as barriers, fencing, etc., as outlined in the contract specifications.
 8. Contractors will be required to respond to any SMCCCD complaints about objectionable levels of dust or noise and will be required to provide the appropriate abatement as quickly as possible.
 9. Construction personnel cannot enter SMCCCD grounds other than the construction site unless accompanied by District personnel, and they 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.
 10. Fall protection is mandatory on all projects in accordance with CAL OSHA, OSHA and any other appropriate code.
 11. 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.
 12. Personal radios, headsets, walkmans and CD players are not allowed on the job-site.
 13. All contractors must attend the pre-construction safety meeting.
 14. 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.
 15. 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.

16. 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.
 17. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
 18. 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.
- E. Contractors and subcontractors participating in the SEWUP project will further be expected to comply with the following safety and loss control requirements:
1. The General or Prime Contractor shall assume overall responsibility for project safety compliance.
 2. The Emergency Response Plans (with particular emphasis on access and egress routes).
 3. Any contractors' employee observed providing or selling cigarettes or other smoking materials to students shall be removed from the job site until further notice.
 4. All contractors will agree to conduct and fund post-injury drug screening of their employees. Those employees failing the test will be removed permanently from the job site.
 5. The SEWUP Safety Representative has the right to instruct the 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.
 6. The SEWUP Safety Representative may require a follow-up meeting or contact if there is a death, serious and willful claim, serious disabling injury, adverse loss experience, major fire, or serious third party claim.
 7. Any contractor displaying, in the opinion of the General or Prime Contractor or SEWUP consultant, a repeated disregard for safety can be removed from the job-site.
- F. All contractors will advise those 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

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 PRODUCTS

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

1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

- A. Summary: This paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00660 (Substitution Request Form) submittal as provided in Document 00200 (Request for Proposals). For "or equal" items, it is the Design-Build Entity's responsibility to demonstrate that the items meet all of the requirements by following the Request for Substitution process.
- B. Design-Build Entity's Options:
 - 1. For products specified only by reference standard: Select any product meeting that standard.
 - 2. For products specified by naming one or more products or manufacturers:
 - a. Select products of any named manufacturer meeting specifications.
 - b. If product becomes unavailable due to no fault of Design-Build Entity, submit Request for Substitution (RFS), including all information contained in this Section 01600 and a fully executed Document 00660 (Request for Substitution), but using the term "Design-Build Entity" each place the term "Bidder" appears in that form.
- C. Substitutions:
 - 1. Except as provided in Document 00200 (Request for Proposals) with respect to "or equal" items, District will consider Design-Build Entity's substitution requests only when product becomes unavailable due to no fault of Design-Build Entity. Requests for review of proposed substitute items will not be accepted from anyone other than Design-Build Entity. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Design-Build Entity's achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with District for work on the Project).
 - 2. Submit separate RFS (and nine copies) for each product and support each request with:
 - a. Product identification.
 - b. Manufacturer's literature.
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used, and dates of installation.
 - e. Name, address, and telephone number of manufacturer's representative or sales engineer.
 - f. For construction methods: Detailed description of proposed method; drawings illustrating methods.
 - 3. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and

- functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
4. State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with District for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.
 5. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by District in evaluating the proposed substitute. District may require Design-Build Entity to furnish additional data about the proposed substitute.
 6. District will not consider substitutions for acceptance (or, in District's sole discretion, District may make Design-Build Entity solely responsible for all resulting costs, expenses and other consequences) when a substitution:
 - a. Results in delay meeting construction Milestones or completion dates.
 - b. Is indicated or implied on submittals without formal request from Design-Build Entity.
 - c. Is requested directly by Subcontractor or supplier.
 - d. Acceptance will require substantial revision of Contract Documents.
 - e. Disrupts Design-Build Entity's job rhythm or ability to perform efficiently.
 7. Substitute products shall not be ordered without written acceptance of District.
 8. District will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
 9. Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.
- D. Design-Build Entity's Representation and Warranty:
1. Design-Build Entity's RFS constitute a representation and warranty that Design-Build Entity:
 - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - b. Will provide the same warranty for substitution as for specified product.
 - c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
 - d. Waives claims for additional costs which may subsequently become apparent.
 - e. Will compensate District for additional redesign costs associated with substitution.
 - f. Will be responsible for Construction Schedule slippage due to substitution.
 - g. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by District.
 - h. Will compensate District for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against District, caused by late requests for substitutions or late ordering of products.
- E. District's Duties:
1. Review Design-Build Entity's RFS with reasonable promptness.
 2. Notify Design-Build Entity in writing of decision to accept or reject requested substitution.
- F. Administrative Requirements:
1. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Design-Build Entity's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required District services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

1.4 PRODUCT DELIVERY REQUIREMENTS

- A. Deliver products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.5 SHIPPING REQUIREMENTS

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

1.6 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store products only in staging area per provisions of Section 01100 (Summary).
- B. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- C. For exterior storage of fabricated products, place on appropriate supports, above ground.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- H. Without limiting the foregoing:
1. Design-Build Entity shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any subsuppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
 2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
 3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.
 4. Electrical equipment, and all equipment with antifriction or sleeve bearings shall be stored in weathertight structures maintained at a temperature above 60°F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.
 5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed by Design-Build Entity.
 6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Design-Build Entity shall, at the discretion of District, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
 7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Design-Build Entity at the time of acceptance.
 8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.

9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.
10. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner than does not damage the equipment.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01740

CLEANING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Progress Cleaning
- B. Final Cleaning

1.2 PROGRESS CLEANING

- A. Design-Build Entity shall perform periodic cleaning to ensure that any streets and other District and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, Design-Build Entity shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. Design-Build Entity shall keep all streets clean and free of dust, mud, and debris resulting from Design-Build Entity’s operations. Daily cleanup throughout the job will be necessary as Design-Build Entity progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Design-Build Entity shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.
- D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).
- E. Disposal of Materials:
 - 1. As part of the scope of Work included within the Contract Sum, Design-Build Entity shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
 - 2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Design-Build Entity in accordance with applicable local, state, and federal regulations.
 - 3. Design-Build Entity is cautioned that the County of San Mateo and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
 - 4. Design-Build Entity shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
 - 5. The Design-Build Entity will estimate and report to the District, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Reporting requirements include: the nature of materials, destination, volume and tonnage.
- F. All excess soil from performance of Work shall be disposed at sites to be chosen by Design-Build Entity in accordance with applicable local, state, and federal regulations. If Design-Build Entity elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to District. Design-Build Entity is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Design-Build Entity, San Mateo County, District and any District consultant from future liability.
- G. If Design-Build Entity does not properly clean the Site, in the opinion of District, then District shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

1.3 FINAL CLEANING

- A. Design-Build Entity shall execute final cleaning prior to final inspection, using only properly skilled workers.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.
- C. Repair, patch, and touch up marred surfaces to match adjacent finishes.

- D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.
- F. Clean Site; mechanically sweep paved areas.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01770

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. Material, Equipment and Finish Data
 - 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 1500 (Temporary Facilities and Controls).

1.3 SUBSTANTIAL COMPLETION

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

1.4 FINAL COMPLETION

- A. Final Completion occurs when Work meets requirements for District's Final Acceptance. When Design-Build Entity considers Work is Finally Complete, submit written certification that:
 - 1. Design-Build Entity has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.

2. Except for Design-Build Entity maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of District, and are operative.
 3. Work is complete and ready for final inspection.
- B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- C. When District's Representative find Work is acceptable and final closeout submittals are complete, District's Representative will issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should District determine that Work is incomplete or defective:
1. District promptly will so notify Design-Build Entity, in writing, listing the incomplete or defective items.
 2. Promptly remedy the deficiencies and notify the District when it is ready for reinspection.
 3. When District determines that the Work is acceptable under the Contract Documents, District will request Design-Build Entity to make closeout submittals.
- D. Final adjustments of accounts:
1. Submit a final statement of accounting to District, showing all adjustments to the Contract Sum and complete and execute Document 00650 (Agreement and Release of Any and All Claims).
 2. If so required, District shall prepare a final Change Order for submittal to Design-Build Entity, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.
- E. The District may enlist Design Consultants to assist with the above activities.

1.5 FINAL CLEANING

Design-Build Entity shall comply with all applicable requirements in Section 01740 (Cleaning).

1.6 MATERIAL, EQUIPMENT AND FINISH DATA

Submit two sets of data for primary materials, equipment, and finishes as required under each Specification Section prior to final inspection, bound in 8-½ inches by 11 inches three-ring binders with durable plastic covers to District for District's records.

1.7 PROJECT GUARANTEE

- A. Requirements for Design-Build Entity's guarantee of completed Work are included in Article 9 of Document 00700 (General Conditions) Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Design-Build Entity's sole expense, for period of one year from date of Final Acceptance.
- B. Neither recordation of Final Acceptance nor final certificate for neither payment nor provision of the Contract or partial or entire use or occupancy of premises by District shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Design-Build Entity of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- C. District may make repairs to defective Work as set forth in Document 00700 (General Conditions), paragraph 9.3.
- D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to District, District shall have right to operate and use materials or equipment until said materials and equipment can, without damage to District, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- E. Nothing in this Section shall be construed to limit, relieve, or release Design-Build Entity's, Subcontractors', and equipment suppliers' liability to District for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by District of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

1.8 WARRANTIES

- A. Execute Design-Build Entity's submittals and assemble warranty documents, and installation, operations and maintenance manuals described in Section 01330 (Submittals), executed or supplied by Subcontractors, suppliers, and manufacturers.
 - 1. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
 - 2. Include contact names and phone numbers for District personnel to call during warranty period.
 - 3. Assemble in Specification Section order.
- B. Submit material prior to final application for payment.
 - 1. For equipment put into use with District's permission during construction, submit within 14 Days after first operation.
 - 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
- C. Warranties are intended to protect District against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- D. Limitations: Warranties are not intended to cover failures that result from the following:
 - 1. Unusual or abnormal phenomena of the elements
 - 2. Vandalism after Substantial Completion
 - 3. Insurrection or acts of aggression including war
- E. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.
- F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.
- G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.
- H. Warranty Forms: Submit drafts to District for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
 - 1. Warranty shall be countersigned by manufacturers.
 - 2. Where specified, warranty shall be countersigned by Subcontractors and installers.
- I. Rejection of Warranties: District reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
- J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
 - 1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.
 - 2. Materials, equipment or systems are put into beneficial use of District prior to Final Completion as agreed to in writing by District.
- K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Design-Build Entity warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Design-Build Entity, to District free from any claim, liens, security interest, or charges, and further agrees that neither Design-Build Entity nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Design-Build Entity for their protection or any rights under law permitting persons to look to funds due Design-Build Entity in hands of District.

1.9 TURN-IN

Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits, keys issued to Design-Build Entity during prosecution of Work, and letters from property owners pursuant to paragraph 1.2.F of Document 01740 (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 00650 (Agreement and Release of Any and All Claims) is completed and executed by Design-Build Entity and District.

1.11 FIRE INSPECTION COORDINATION

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

1.12 BUILDING INSPECTION COORDINATION

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01780

PROJECT RECORD DOCUMENTS**PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include:
 - 1. Marked-up copies of Drawings
 - 2. Marked-up copies of Shop Drawings
 - 3. Newly prepared Drawings
 - 4. Marked-up copies of Specifications, Addenda, Change Orders and CCDs
 - 5. Marked-up Product Data submittals
 - 6. Record Samples
 - 7. Field records for variable and concealed conditions
 - 8. Record information on Work that is recorded only schematically
- C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 2 through 17.
- D. General Project closeout requirements are included in Section 01770 (Contract Closeout).
- E. Maintenance of Documents and Samples:
 - 1. Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
 - 2. Do not permit Project Record Documents to be used for construction purposes.
 - 3. Maintain Project Record Documents in good order and in a clean, dry, legible condition.
 - 4. Make Documents and Samples available at all times for inspection by District.

1.2 PROJECT RECORD DRAWINGS

- A. Mark-up Procedure: During the construction period, maintain a set of blue-line or black-line prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or page) "PROJECT RECORD" in 2-inch high printed letters. Keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.
 - 1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - a. Dimensional changes to the Drawings
 - b. Revisions to details shown on the Drawings
 - c. Depths of various elements of foundation in relation to main floor level or survey datum
 - d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
 - e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
 - f. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
 - g. Actual numbering of each electrical circuit
 - h. Field changes of dimension and detail
 - i. Revisions to routing of piping and conduits
 - j. Revisions to electrical circuitry
 - k. Actual equipment locations
 - l. Duct size and routing
 - m. Changes made by Change Order or CCD

- n. Details not on original Contract Drawings
- 2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
- 3. Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
- 4. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 5. Note CCD numbers; alternate numbers, Change Order numbers, and similar identification.
- 6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
 - a. Accurately record information in an understandable and legible drawing technique.
 - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with District. When authorized, prepare a full set of correct transparencies of Contract Drawings and Shop Drawings.
 - 1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" in a prominent location on each Drawing.
 - 2. Refer instances of uncertainty to District for resolution.
 - 3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets.
- C. Distribution of Marked-Up Drawings: Submit the marked-up Project Record Drawings set to District for District's records.
- D. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.
- E. In addition to requirements of this Section, comply with supplemental requirements of Divisions 15 and 16.
 - 1. Divisions 15 and 16 of the Specifications require the preparation of large scale, detailed layout drawings of the Work of those Divisions. These layout drawings are not Shop Drawings as defined by Document 00700 (General Conditions), but together with Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate, and integrate the work of the various Sections.
 - 2. Include these layout drawings as part of the Project Record Documents.

1.3 PROJECT RECORD SPECIFICATIONS

- A. During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Documents purposes.
- B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.
 - 1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
 - 2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
 - 3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
 - 4. Upon completion of mark-up, submit Project Record Specifications to District for District's records.

1.4 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT RECORD DOCUMENTS

- A. Note all changes for the final Project Record Documents and provide one set of mylar reproducibles, one set of revised Specifications and one set of disks or CDs to be submitted to District.
- B. After Substantial Completion and before Final Completion, carefully transfer all data shown on the job set of Record Drawings to the corresponding computer files, coordinating the information as required.
- C. Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.
- D. "Cloud" all affected areas.
- E. Stamp each Record Drawing with the following information:
 1. Project Record Document.
 2. Prepared by: Design-Build Entity's name, permanent address.
 3. Date prepared.
 4. Design-Build Entity's signature.
 5. District Contract Number.

1.5 PROJECT RECORD PRODUCT DATA

- A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
 1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.
 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
 4. Upon completion of mark-up, submit a complete set of Project Record Product Data to District for District's records.
 5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
 6. Design-Build Entity is responsible for mark-up and submittal of Project Record Product Data for its own Work.
- B. Material, Equipment, and Finish Data:
 1. Provide data for primary materials, equipment and finishes as required under each Specification Section.
 2. Submit two sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.
 3. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
 - a. Trade names.
 - b. Model or type numbers.
 - c. Assembly diagrams.
 - d. Operating instructions.
 - e. Cleaning instructions.
 - f. Maintenance instructions.
 - g. Recommended spare parts.
 - h. Product data.

1.6 MISCELLANEOUS PROJECT RECORD SUBMITTALS

- A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the District for District's records. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:
 1. Field records on excavations and foundations
 2. Field records on underground construction and similar work
 3. Survey showing locations and elevations of underground lines

4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 RECORDING

Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. District may periodically review Project Record Documents to assure compliance with this requirement.

3.2 SUBMITTAL

- A. At completion of Project, deliver Project Record Documents to District.
- B. Accompany submittal with transmittal letter containing:
 1. Date
 2. Project title and number
 3. Design-Build Entity's name and address
 4. Number and title of each Project Record Document
 5. Certification that each document as submitted is complete and accurate, and signature of Design-Build Entity or Design-Build Entity's authorized representative.

END OF SECTION